

CONSUMER COMPLAINTS

A Self-help HANDBOOK

sale

DDN 7405 714



Alberta Consumer and Corporate Affairs fosters orderly and responsible activities in the marketplace by keeping consumers informed and by promoting fair competition among businesses.
February, 1987

WHAT IT'S ALL ABOUT

This publication will help you resolve complaints you have as a consumer: complaints about products that don't perform as they should, inadequate services, or businesses that fail to live up to the terms of their sales contracts.

While you may have experienced marketplace problems, have you ever complained about them? If not, is it for one of the following reasons?

- You're angry, but you're not sure of your rights. You don't want to complain in case you end up with egg on your face.
- You're basically an agreeable person and you can't face the thought of getting into an argument over the complaint.
- You're not sure how to complain, what to say, or what facts you need.
- You're not sure about where and to whom you should make your complaint.



If any of these points is stopping you from complaining effectively, then this book is for you because it tells you:

WHAT YOU NEED TO KNOW	AND	WHERE TO FIND IT
Guidelines for Effective Complaining	_____	2
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GUIDELINES FOR EFFECTIVE COMPLAINING

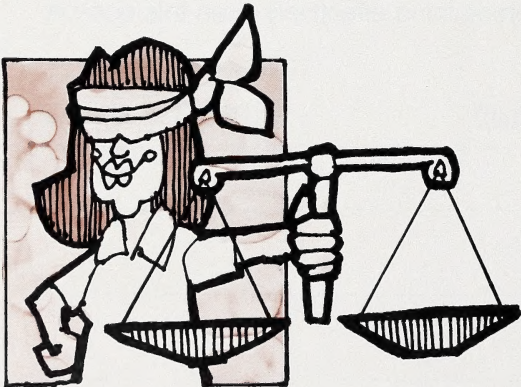
Effective complaining means complaining in a way that leads to a successful solution to your problem. Here are 10 guidelines to follow to help you get the most satisfying results, in the shortest time, with the least effort.

1. Identify your problem

Clearly describe your problem. Is your complaint about the product, the servicing, the financing? Be specific about what's wrong. Consider whether your expectations are reasonable.

2. Determine who is responsible for the problem

Be fair and honest in your judgment of who or what caused the problem. For example, are you unhappy with the product because you changed your mind about the size, color, or model you wanted, or are you unhappy because the product or service hasn't lived up to the claims made by advertisements and salespeople? Only in the second case do you have a valid complaint.



3. Complain promptly

Don't delay! Make your complaint as soon as possible after becoming aware of the problem. Prompt action will strengthen your argument and increase your chances for a satisfactory settlement. Prompt action is particularly important if you are dealing with a product or service with a warranty time limit.

4. Complain to the right person

You are most likely to solve your complaint when you follow a logical and reasonable process. Start with the person closest to the problem who can help. If you're unsuccessful, take your complaint to someone who has more authority. Keep records of whom you have contacted and what they have said.



5. Be calm but not apologetic

Don't apologize about making a complaint. You have a right to complain about shoddy products and poor service. Be calm, but be forceful and self-confident.

6. Be brief but complete

Get your facts in order before you make your complaint. A clear statement of the problem, leaving out unnecessary information, saves everyone's time and your organized approach shows you mean business.

7. Provide evidence to support your claim

Provide documents to support your argument. Make photocopies of your records. Don't give the original copies away.

8. State your expectations

When you state your complaint, also say how you want the problem resolved. Do you want the nonworking item repaired, replaced? Do you want your money back? Suggest a reasonable time by which you want action.

9. Be firm but reasonable

If you know your complaint is valid and reasonable, don't back down. Get the business to recognize that the problem exists.



In arriving at a solution agreeable to both you and the business, you may have to negotiate. Both sides must be reasonable about the situation. Carefully evaluate any offer made by the business. Don't accept an offer that will weaken your position, but don't refuse a reasonable offer either.

10. Be persistent

If your complaints to the business aren't successful, take your case to a consumer help agency. Describe your problem and what complaint action you've already taken. Identify the people you've contacted, the relevant dates, and the outcome of your contacts.

If you still can't get satisfaction but you're convinced that your complaint is a reasonable one, contact an office of Alberta Consumer and Corporate Affairs.

As a final attempt at resolution, you may decide to take your complaint to court. If the amount of money involved is \$2,000 or less, the complaint can be heard in the Small Claims Division of Provincial Court.

The addresses and services of both Alberta Consumer and Corporate Affairs and Small Claims Court are described under the heading GENERAL SOURCES OF CONSUMER HELP.

COMPLAINT INFORMATION CHECKLIST

Make sure that you include the following information when you make a complaint.

- ☐ State your name and address, and a telephone number where you can be reached during the day.
- ☐ Identify the date and location of the purchase or service transaction.
- ☐ If possible, identify the company representative who was involved.
- ☐ Describe the product by model and serial number; if a service, describe the type of service and give the work order or receipt number.
- ☐ Explain the problem clearly.
- ☐ Identify any existing warranty and its expiry date.
- ☐ Specify how you would prefer that the problem be resolved.
- ☐ Outline steps you have already taken in attempting to resolve the problem.
- ☐ Ask for action within a specific period of time.

METHODS OF COMPLAINING

Most often complaints are made in person, by telephone, or they are written. No matter which way you choose to complain, there is some basic information that you should include in your complaint. Review the Complaint Information Checklist.

IN PERSON COMPLAINTS

The place to start with your complaint is with the seller or person with whom you originally dealt. Present yourself well and be polite. It's a good idea to bring along a witness. Describe your problem, present your documentation. State what you want done about the problem.

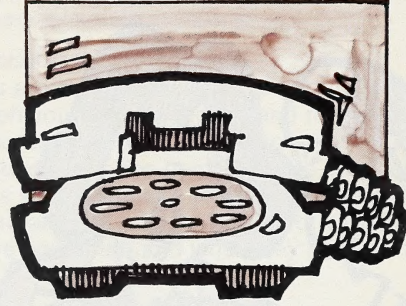
If you don't get satisfaction, get the name of the person with whom you are speaking. Go home and write down the details of the meeting. These notes will be useful when you follow up your initial complaint by complaining to someone with more authority.



TELEPHONE COMPLAINTS

Although telephone complaints are the easiest for you, they're the least effective method of complaining because it's often difficult to get through to someone who is in a position to assist you.

Before making a telephone complaint, gather all the related information. Call the business with which you have a complaint. Briefly explain your problem and ask for the name of a person who can assist you.



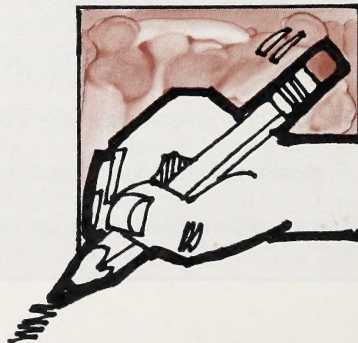
Introduce yourself and again describe your problem. Ask whether the person has the authority to do anything about the problem. If the answer is no, ask to be referred to someone who can help you. Keep a list of everyone you speak to and keep notes so you have a record of your conversations.

When you do speak with someone in authority, get a statement from them about what they will do and the time frame in which they'll do it. Before the end of the telephone conversation, review your understanding of what's been said so there will be no disagreements later.

Follow up with a letter to the person, outlining details of the agreement. Keep a copy of your letter.

WRITTEN COMPLAINTS

If they are done well, written complaints are the most forceful method of complaining. A letter should be neat, preferably typed, and short. If possible, keep it to one page. Send it by certified or registered mail so you have proof it was sent. Direct the letter to a specific person or at least to a specific job title. For example, to "Mr. Smith" or to the "Director of Customer Relations," not "To Whom it may Concern."



SAMPLE COMPLAINT LETTER

TYPE YOUR LETTER,
KEEP IT SHORT, KEEP
A COPY

IDENTIFY THE DATE
AND LOCATION OF
THE PURCHASE

OUTLINE THE
ACTION
YOU'VE
TAKEN

SPECIFY
THE
ACTION
YOU
EXPECT

SEND LETTER BY REGISTERED OR CERTIFIED MAIL

WRITE TO A SPECIFIC PERSON

YOUR ADDRESS
DATE

REGISTERED MAIL

Mrs. Mabel Mackay
Customer Relations Manager
Glad Rags Clothing Mfg.
1555 - 78 Street
City, Province
Postal Code

1234 Hillcrest Avenue
City, Province
Postal Code
February 8, 1987

Dear Mrs. Mackay:

On January 10, 1987, I purchased a Glad Rags brand, cotton knit long-sleeved sweater, style number 6049 from the Trendy Fashion Centre in this city. Information on the garment labels indicates that the sweater is "oyster and fuchsia" in color and made of 100% cotton. Cleaning instructions state that it can be washed by hand in lukewarm water and laid flat to dry.

When I washed the sweater, I carefully followed the washing instructions. Nevertheless, the dye ran, leaving pink splotches over the entire garment.

I attempted to return the sweater to the Trendy Fashion Centre where I bought it. Although they said they have had several complaints, they were not willing to exchange the sweater or refund my money.

I am writing you to request that you exchange my sweater for a new one. If this cannot be done, I request that you arrange a refund through the Trendy Fashion Centre. Please reply within 10 working days of receiving this letter. During business hours, I can be reached at 765-4321.

I have enclosed a copy of my sales receipt.

enclosure

Yours truly,

Joan Johnson

GIVE A
COMPLETE
DESCRIPTION
OF THE
GOODS OR
SERVICE

EXPLAIN THE
PROBLEM

PROVIDE A
DAYTIME
PHONE
NUMBER

IDENTIFY
YOURSELF

ENCLOSE COPIES
OF DOCUMENTS
(KEEP THE ORIGINALS)

ASSERTIVE BEHAVIOR

Being assertive does not mean being pushy, rude, over-bearing, or quarrelsome. It does mean being persistent in a positive and confident way. You can be assertive and still be pleasant!

In *The Assertive Consumer*, authors Barbara Clark and Wanda Veraska describe assertive behavior by contrasting it with non-assertive behavior and aggressive behavior.

Non-assertive behavior says:
"You make all the decisions for both of us; I'm not going to say what I want."

Aggressive behavior says:
"I'll make all the decisions for both of us; I'm not interested in what you want."

Assertive behavior says:
"My rights and needs are important and I respect them; I choose for myself. I also understand that you have rights and needs, and I recognize your right to choose for yourself."

THE OUTCOME OF EACH TYPE OF BEHAVIOR

If I am **non-assertive** and don't say how I feel or what I want, people are going to walk over me, or at the very least they will find it hard to cooperate with me because they won't know where I stand. I will feel resentful and unsatisfied.

If I am **aggressive**, go bulldozing through, without regard to another's wishes or rights, then other people are going to have bad feelings toward me; I have achieved my immediate goal but have alienated others which usually makes me feel guilty.

If I am **assertive**, I have the satisfaction of stating my wishes and ideas clearly and I have the respect of those I am dealing with. There is a good chance we can both get what we need through cooperation and feel good about ourselves and each other.

TEST YOURSELF

Which is which? non-assertive, aggressive, and assertive

1. I win - you win _____
2. I win - you lose _____
3. You win - I lose _____

Answers on the next page

ASSERTIVE BEHAVIOR AND CONSUMER COMPLAINTS

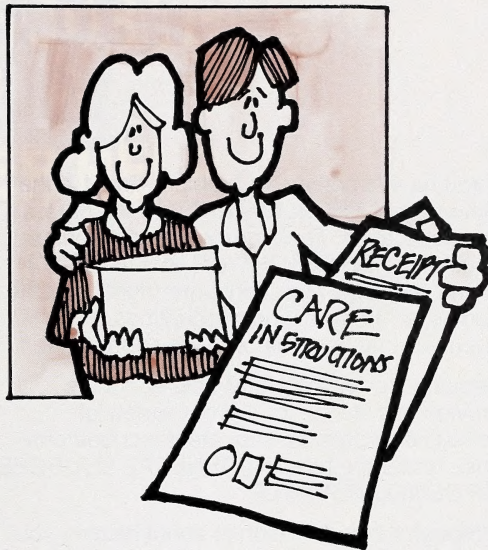
When you buy something, you have the right to expect reasonable quality in the product or service. If you don't get quality, you have the right to complain. But *how* you complain has a lot to do with the final outcome.



A non-assertive complaint hardly gets anyone's attention much less a solution to the problem.



An aggressive complaint makes people defensive so they may not hear the argument.



An assertive complaint, pursued in a reasonable, confident, and persistent way, has a good chance of leading to a satisfactory solution to the problem. By gathering information about the problem before complaining, a person can be more self-confident and assertive.

Your answers to the quiz should be in this order: 1. assertive, 2. aggressive, 3. non-assertive

HOW TO WORK IT OUT YOURSELF

If you have a consumer problem, find it in the alphabetical PROBLEM INDEX at the back of this publication. Then turn to the appropriate page in the DIRECTORY OF INFORMATION to find out about your consumer rights and the names, addresses, and descriptions of agencies that can help with your complaint.

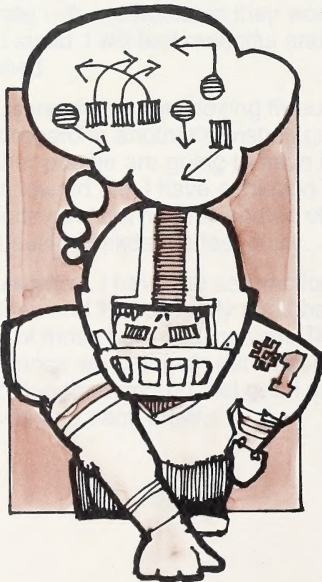
Because some consumer help agencies provide assistance for a great variety of consumer problems, they are described only once under the heading GENERAL SOURCES OF CONSUMER HELP.

Although this publication is about helping you resolve your consumer complaints, there is something even more satisfactory than solving a problem — that's avoiding the problem in the first place.

You may have heard the old saying "The best defense is a good offense." It's true! So take steps to avoid marketplace problems.

PLAN A GOOD OFFENSE

- Think about why you want something, what you require to fulfill your needs, where and when the product or service should be purchased, and how you're going to pay for it.



- Consult consumer magazines such as *Canadian Consumer*, *Protect Yourself*, *Consumer Reports*, or *Consumer Research* for product comparison studies.
- Shop comparatively. By looking at prices, guarantees, service agreements, and other features in several stores, you can avoid the frustration of discovering you could have received a better deal elsewhere.
- Deal with a reputable business. Check a company's reputation with the local Better Business Bureau. Ask friends and relatives where they purchase specific products and services.
- Remember that most contracts are binding. If you change your mind about a purchase or find a better price elsewhere, you're usually bound by the original agreement.
- Keep records of your transactions. These include sales slips, cancelled cheques, copies of advertisements, contracts, bills, and any other materials that document your purchase.
- Understand all instructions and terms of a guarantee before buying. If the label on your new sweater says "Dry clean only," don't expect it to hold its shape after you wash it.
- Beware of extravagant claims about a product or service. If something sounds too good to be true, it probably is.
- Be particularly careful when buying by mail. If possible, do not pay until the goods are delivered.
- When dealing with direct sellers, ask to see their identification which should include the salesperson's name, as well as the company's name, address, and Alberta Consumer and Corporate Affairs license number.

GENERAL SOURCES OF CONSUMER HELP

GENERAL SOURCES OF CONSUMER HELP

GENERAL SOURCES OF CONSUMER HELP

Here are several agencies that can help you with a variety of consumer problems. For each of them, addresses and a description of services are provided.

ALBERTA CONSUMER AND CORPORATE AFFAIRS

BETTER BUSINESS BUREAU (BBB)

CONSUMER AND CORPORATE AFFAIRS CANADA

CONSUMERS' ASSOCIATION OF CANADA (CAC)

**HEALTH PROTECTION BRANCH , HEALTH
AND WELFARE CANADA**

LEGAL SERVICES AND SMALL CLAIMS COURT

NEWSPAPER CONSUMER ADVOCATES

ALBERTA CONSUMER AND CORPORATE AFFAIRS

301 Centre 70
7015 Macleod Trail South
Box 5880, Postal Station A
Calgary, Alberta
T2H 2M9
Telephone: 297-5700

3rd Floor, Capilano Centre
9945 - 50 Street
Edmonton, Alberta
T6A 0L4
Telephone: 427-5782
Licensing: 422-2590

Fort McMurray Provincial Building
5th Floor, West Tower
9915 Franklin Avenue
Fort McMurray, Alberta
T9H 2K4
Telephone: 743-7231

Provincial Building
10320 - 99 Street
Box 7
Grande Prairie, Alberta
T8V 6J4
Telephone: 538-5400

300 Professional Building
740 - 4 Avenue South
Bag Service 3014
Lethbridge, Alberta
T1J 4C7
Telephone: 381-5360

303 Provincial Building
770 - 6 Street S.W.
Medicine Hat, Alberta
T1A 4J6
Telephone: 529-3535

Provincial Building
9621 - 96 Avenue
Bag 900, Box 9
Peace River, Alberta
T0H 2X0
Telephone: 624-6214

2nd Floor, Provincial Building
4920 - 51 Street
Red Deer, Alberta
T4N 6K8
Telephone: 340-5241

Alberta Consumer and Corporate Affairs answers telephone inquiries and distributes information on a wide variety of consumer topics. The Department can also assist with problems in the areas of credit, landlord and tenant matters, advertising, unfair business practices, licensing of trades and businesses, mortgage brokers, real estate, insurance, investments, and day-to-day consumer

transactions such as buying goods or services and having items repaired.

If you have been unsuccessful in resolving a justifiable consumer complaint on your own, Alberta Consumer and Corporate Affairs may undertake an investigation and try to mediate a satisfactory resolution.

BETTER BUSINESS BUREAU (BBB)

630 - 8 Avenue, S.W.
Suite 404
Calgary, Alberta
T2P 1G6
Telephone: 269-3905
264-1691

600 Guardian Building
10240 - 124 Street
Edmonton, Alberta
T5N 3W6
Telephone: 482-2341

201 Park Place
4825 - 47 Street
Red Deer, Alberta
T4N 1R3
Telephone: 343-3280

The Better Business Bureau strives for business self-regulation to promote fair business dealings. This nonprofit, independent organization does not endorse products or services nor guarantee the honesty of its members. Pamphlets are available on a variety of marketplace topics. The offices will also give out information about member and non-member companies.

Written complaints concerning member and nonmember companies can be submitted to the Better Business Bureau. They will present your complaint to the business and try to mediate a solution. If the complaint is not resolved at this point and the company is a Better Business Bureau member, both you and the business may agree to a Better Business Bureau arbitration process.

BBB Arbitration is conducted in accordance with the Alberta Arbitration Act. The Bureau has a panel of 15 arbitrators. Agreement to arbitrate must be voluntary and both sides must agree to the selection of an arbitrator from the independent panel. After hearing both sides, the arbitrator makes a decision which is final and legally binding on both sides.

Members of the Better Business Bureau may precommit to BBB Arbitration. Members who precommit are, in fact, advising customers that the firm is prepared to have any consumer complaint which cannot be solved by mediation submitted to the BBB Arbitration and, by law, abide by the decision of the independent arbitrator.

CONSUMER AND CORPORATE AFFAIRS CANADA

Calgary District Office
2919 - 5 Avenue, N.E.
Calgary, Alberta
T2A 6T8

Edmonton District Office
10225 - 100 Avenue
Edmonton, Alberta
T5J 0A1

The legislation administered by this Department covers such things as misleading

advertising, deceptive marketing practices, standards for food grades, product packaging and labelling, product safety, commercial weights and measures, and the testing of electricity and gas meters. They answer telephone inquiries and have a variety of publications covering all areas of their legislation. They will investigate complaints covered by their legislation. Check the telephone directory for the number of the appropriate division that can assist you.

CONSUMERS' ASSOCIATION OF CANADA (CAC)

Alberta Branch
304 Macleod Building
10136 - 100 Street
Edmonton, Alberta
T5J 0P1
Telephone: 426-3270
 420-0747 (product
 information)

The CAC is a volunteer organization that provides prepurchase product information and answers telephone inquiries. They will give advice or refer you to the appropriate agency for help. They maintain complaint statistics so they can lobby government for correction of chronic consumer problems.

HEALTH PROTECTION BRANCH, HEALTH AND WELFARE CANADA

220 - 4 Avenue, S.E., Suite 282
Box 2958, Station M
Calgary, Alberta
T2P 3C3
Telephone: 292-4645

9912 - 106 Street, Suite 30
Edmonton, Alberta
T5K 1C5
Telephone: 420-2626

The Health Protection Branch is responsible for the safety of food, drugs, cosmetics, medical devices and radiation-emitting devices. Although they monitor and test products, their major activities centre around food plant inspections and enforcement of the Food and Drugs Act and Regulations. They receive and investigate consumer complaints and subsequently notify the consumer about the results of their investigation. The Health Protection Branch does not have the power to force companies to recall products but they monitor and assist in product recalls and issue public warnings if necessary.

LEGAL SERVICES AND SMALL CLAIMS COURT

If you cannot resolve your complaint through your own efforts or through the mediation of a helping agency, you may want to take your case to court.

If the value of the goods or service involved is \$2,000 or less, or if you wish to sue for an amount of \$2,000 or less, you may go to the Small Claims Division of Provincial Court. If your action involves an amount over \$2,000, you must have a lawyer and pursue the case in the Court of Queen's Bench.

The information which follows identifies sources of legal information and assistance and describes the services of Small Claims Court.

Calgary Legal Guidance Service
200 - 615 Macleod Trail, S.E.
Calgary, Alberta
T2G 4T8
Telephone: 234-9266

Funded by the Alberta Law Foundation, the Service provides free legal advice for people meeting specified income guidelines. An office is operated in Lethbridge during the summer.

Dial-a-Law
Calgary Legal Guidance
Telephone: 234-9022 in Calgary
1-800-332-1091 toll free
elsewhere in Alberta

Hours: 8:30 - 4:30 Mon. — Fri.

Phone and briefly describe your problem. An appropriate tape recording will be played which outlines your legal rights. A written copy of the taped message and a catalogue of the recorded topics will be sent to you upon request.

Lawyer Referral Service
344 - 12 Avenue, S.W.
Calgary, Alberta
T2R 0H2
Telephone: 263-5988 in Calgary
1-800-332-1110 toll free
elsewhere in Alberta

Call this Service to find out if you have a legal case, to find a lawyer who specializes in the area of your complaint, or to find a lawyer who speaks a particular language. The Service will give you the names of three lawyers. You can arrange an appointment with each of them. You will be charged only \$10 for the first half hour of each appointment.

Legal Aid Society of Alberta

Legal Aid offices are located in Calgary, Edmonton, Grande Prairie, Lethbridge, Hinton, Medicine Hat, Peace River, Red Deer, St. Paul, Wetaskiwin, and Fort McMurray. To qualify for legal aid, your income and assets must fall

within the Society's guidelines and your problem must fall within their coverage guidelines. While Legal Aid lawyers must be paid, the fees are lower than those charged by private lawyers. Flexible payment plans may be worked out with the Society. No one is refused legal aid because of their inability to pay.

Legal Resource Centre
Faculty of Extension
University of Alberta
10049 - 81 Avenue
Edmonton, Alberta
T6E 1W7
Telephone: 432-5732

The Centre provides information and can answer some questions about your legal rights in consumer disputes.

Small Claims Court

Small Claims Courts are located in 24 centres throughout the province. Check your local telephone book under "Government of Alberta, Attorney General" or call your local courthouse for the address of the court nearest you. You can use Small Claims Court for disputes involving a financial value of \$2,000 or less. You do not need a lawyer. You use the court location nearest to where the

Student Legal Assistance
542 Biological Science Building
University of Calgary
2500 University Drive, N.W.
Calgary, Alberta
T2N 1N4
Telephone: 220-6637
220-7380

Student Legal Services of Edmonton
114 Law Centre
University of Alberta
Edmonton, Alberta
T6G 2H5
Telephone: 432-2226

These nonprofit, student-run offices can provide information on your legal rights in consumer disputes. They also provide information and assistance regarding Small Claims Court actions. Service is provided only to those whose incomes fall below a set level.

party being sued lives or nearest to where the problem occurred. You must sue within a certain time period of having experienced your problem. The fee to file a claim is \$4 (\$10 for landlord and tenant matters). For more information, contact the courthouse nearest you and ask for the booklet, *Small Claims in Provincial Court*.

NEWSPAPER CONSUMER ADVOCATES

SOS Column
Edmonton Journal
Box 2421
Edmonton, Alberta
T5J 2S6
Telephone: 429-5320

SOS will send you any information they have which is relevant to your problem. They will

advise you of the best course of action to solve your problem and continue to help you through the process. They may write some letters of inquiry on your behalf if you don't appear to be getting any cooperation from the business involved in your complaint.

DIRECTORY OF INFORMATION

DIRECTORY OF INFORMATION



ADVERTISING

In Alberta, the Unfair Trade Practices Act, administered by Alberta Consumer and Corporate Affairs, identifies business and advertising practices which are considered misleading. The Act allows compensation to people who suffer loss due to misleading business practices including misleading advertising.

Covered by the Act are:

- Ads which mislead the public concerning the price, previous history, availability, or description of consumer goods and some services
- Ads which mislead the public in the description of guarantees of performance, of efficiency, or the length of the product's life

At the federal level, several laws make it a criminal offense for a merchant to engage in misleading advertising. One of these laws is the Competition Act administered by Consumer and Corporate Affairs Canada. This Act makes it an offense for a business to advertise in a deceptive manner. Since the Competition Act is criminal law, each element of a charge laid under the Act must be proven beyond reasonable doubt. Consequently, a very careful investigation must be undertaken. If a company is convicted under the Act, fines and/or imprisonment may result. A disadvantaged consumer, however, cannot expect to be compensated as a result of the conviction.

Other federal laws which make misleading advertising a criminal offense include the Consumer Packaging and Labelling Act, the Textile Labelling Act, and the Precious Metals Marketing Act. All of these laws are administered by Consumer and Corporate Affairs Canada. The Food and Drugs Act is

administered by Health and Welfare Canada whose Health Protection Branch is concerned with health claims related to food and drug products.

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Consumer and Corporate Affairs Canada, page 12.

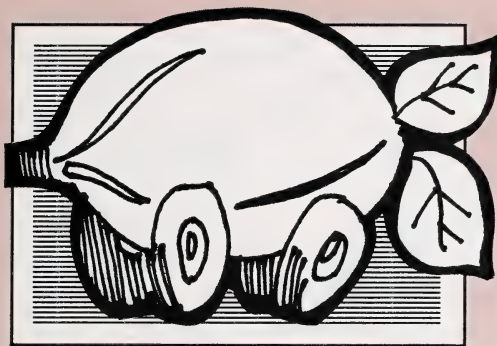
Health Protection Branch, Health and Welfare Canada, page 13.

Canadian Advertising Foundation
Standards Division, Head Office
350 Bloor Street, E., Suite 402
Toronto, Ontario M4W 1H5
Telephone: (416) 961-6311

Alberta Advertising Standards Council
Box 6630, Station D
Calgary, Alberta T2P 2E4

Box 300,
St. Albert, Alberta T8N 1N3

The Canadian Advertising Foundation, a self-regulatory body of Canadian advertisers, enforces a set of voluntary codes of advertising standards. If you see or hear advertising that is inaccurate, misleading, in poor taste, sexist, or otherwise objectionable, write the office nearest you. Include a copy or description of the ad together with information outlining the date, time, and media in which it occurred. All complaints will be reviewed and if a code has been violated, corrective action will be taken. Copies of the codes can be ordered from the head office.



AUTOMOBILES

NEW AND USED

Before you purchase a vehicle, read vehicle test reports in magazines such as *Canadian Consumer*, *Protect Yourself*, and *Consumer Reports*. Information is also available in books such as *Consumer Reports: Guide to Used Cars*, *Lemon-Aid: Used Car Guide*, and *Lemon-Aid: New Car Guide*. For information on reasonable prices for used cars, check the *Gold Book of Used Car Prices*. It shows average prices for specific models of used cars based on recent sales. All of those books are available at most public libraries.

Before buying a used car, check for any liens or encumbrances on the vehicle by writing or visiting the Vehicle Registry, Alberta Attorney General. Provide the car's year, make, and serial number, and 50 cents for the search. For more information about liens and for the Vehicle Registry address, look under LIENS.

If you are buying a car from a private seller, confirm that he or she is the owner of the car by writing or visiting the Motor Vehicles Division, Alberta Solicitor General. Provide the name of the private seller and the car's serial number. Cost of the search is \$5.00. If the private seller is not the registered owner, you are probably dealing with a *curber*. Curbers sell cars as a business but represent the cars as their own.

Be aware that used cars are usually sold *as is* or with a very limited warranty. It's important to check the vehicle's condition before you buy. If possible, get an inspection done by a qualified mechanic.

Any descriptions or promises made about a vehicle by a salesperson must be true. Also, the seller must live up to any promise of a guarantee or warranty.

WRITE-OFFS

Under the Inspection of Written-Off Vehicles Regulation of Alberta Transportation, vehicles which have been written off for insurance purposes must go through the Recycled Vehicle Safety Check Program before they can be registered. A Safety Check Certificate is issued to vehicles which pass the comprehensive inspection. If you are considering buying a used vehicle and want to double check to see if it has been written off, visit or write the nearest Motor Vehicles Division, Alberta Solicitor General and request a search. You must provide the serial number of the vehicle and the \$5.00 fee when you make your request. You will be told only whether or not the vehicle has been written off.

REPAIRS

Vehicle repairs result in numerous consumer complaints. Protect yourself by checking the reputation of the business before you deal. For a description of your rights with respect to car repairs look under REPAIRS AND ESTIMATES.

OTHER RELEVANT TOPICS

DEPOSITS AND DOWN PAYMENTS
GUARANTEES AND WARRANTIES
LIENS
REPAIRS AND ESTIMATES
SELLING PRACTICES: Goods Sold As Is

CONSUMER HELP

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AUTOCAL

Automotive Consumer Action Line
Box 4476
Edmonton, Alberta
T6E 4T5
Telephone: 468-4617 in Edmonton
Dial 0 and ask for Zenith
22249 elsewhere in Alberta

Operated by the Motor Dealers' Association of Alberta, AUTOCAL handles complaints involving MDA members. A complaint must be submitted in writing. If the complaint cannot be resolved by a mediator, the problem is reviewed by an AUTOCAL panel. The panel's decision is binding on the MDA member but not on the consumer.

Automobile Protection Association
100 Granby Street
Toronto, Ontario
M5B 1J1
Telephone: (416) 595-0724

For problems involving new or used vehicles, with respect to defects, premature rust, or safety hazards, write a registered letter explaining the problem in detail. The APA will investigate on your behalf. Print information and more assistance is available to members. The annual membership fee is \$33.

Automotive Retailers' Association of Alberta
10171 - 107 Street, Suite 2
Edmonton, Alberta
T5J 1J5
Telephone: 423-5010

Members include repair shops, service stations, dealerships, body shops, recyclers, and towing firms. The Association will mediate complaints concerning member agencies.

Better Business Bureau

Better Business Bureau offices are located in Calgary, Edmonton, and Red Deer. The BBB will mediate complaints concerning member agencies. Further, their arbitration program described in the section, GENERAL SOURCES OF CONSUMER HELP, may resolve your problem.

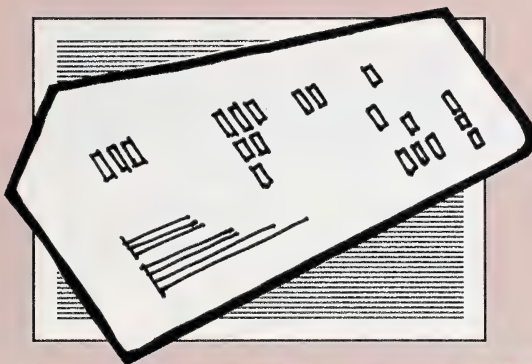
The Chrysler, Ford, General Motors, Mazda, Volvo, and Toyota companies have agreed to precommit to BBB Arbitration. This means that they are prepared to have any consumer complaint which cannot be solved by mediation submitted to BBB Arbitration. They will then, by law, abide by the decision of the independent arbitrator.

Motor Vehicles Division
Alberta Solicitor General

There are many Motor Vehicles offices located throughout the province. Check your telephone book for the address and telephone number of the office nearest you. By visiting a Motor Vehicles office and providing the owner's name, the serial number, and a \$5.00 fee, a search can be done to confirm the name of a car's registered owner. The office will not give you the name of the owner but will only confirm whether the name you have is correct.

Road Safety and Motor Vehicle
Regulation Directorate
Transport Canada
P.O. Box 8880
Ottawa Postal Terminal
Ottawa, Ontario
K1G 3J2
Telephone: (613) 993-9542

To register a complaint about a vehicle defect relating to safety, write a letter describing the problem and include the make, model, year, and serial number of the vehicle. An investigation may be undertaken by the Department if the problem is deemed sufficiently serious.



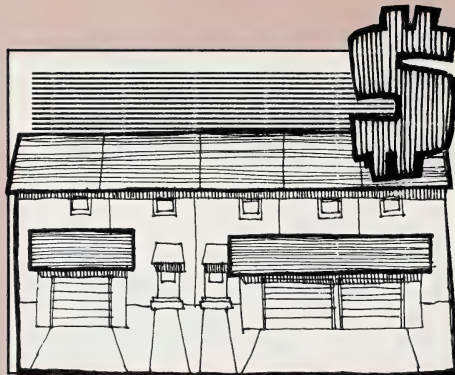
COMPUTERIZED SYSTEMS

Complaints often centre around billing errors including incorrect monthly statements, notice of overdue accounts which have in fact been paid, and incorrect interest charges. For a discussion of your rights in two areas where computer problems are relatively common, look under MAIL.

CONSUMER HELP

Computer Ombudsman
Canadian Information Processing Society
243 College Street, 5th Floor
Toronto, Ontario
M5T 2Y1
Telephone: (416) 593-4040

Send written complaints involving computerized billings, subscriptions, mail orders, or any other computer-related problem to the ombudsman. Complaints will be investigated and attempts will be made to resolve the problem.



CONDOMINIUMS

Condominiums provide a mixture of individual and joint membership. A *condominium* is defined as ownership of an individual unit and joint ownership of common property such as hallways, parking area, and swimming pool. A condominium is governed by the Condominium Property Act, Chapter C-22, 1980 and a set of registered bylaws established by the condominium board and its elected officers — usually residents of the complex. In a condominium everyone is responsible for its maintenance.

Be aware of special considerations when thinking about buying a condominium. Check the amount of the condominium corporation's reserve fund, ask for an audited financial statement, read the bylaws, and find out the amount of the condominium fees. Gather information about the legal implications of condominium ownership before you buy.

OTHER RELEVANT TOPICS

HOUSING

CONSUMER HELP

Canadian Condominium Institute
North Alberta Chapter
Box 777
Edmonton, Alberta
T5J 2L4
Telephone: 473-4645

South Alberta Chapter
600 - 6th Avenue, S.W., No. 1015
Calgary, Alberta
T2P 0S5
Telephone: 266-1399

This national organization organizes and conducts public education workshops on condominium related topics. Information and advice is also provided to member condominium corporations and unit owners. The membership fee schedule varies for unit owners, condominium corporations of various sizes, and professionals who are actively engaged in condominium work.



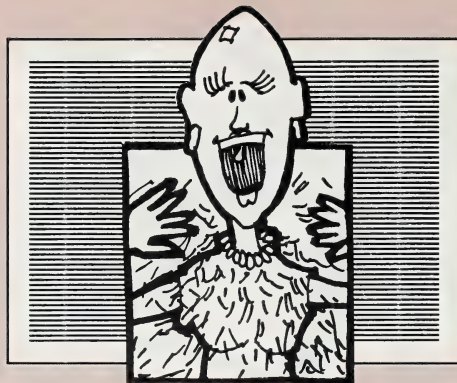
Your signature on a contract indicates your acceptance of all terms and conditions contained in it. Ignorance is not a defense, so read and understand all the details before you sign. You have the right to take the contract to someone who can help you understand or interpret it. If you want to add or delete something, it's your right to negotiate with the business. The business, however, is not required to make any changes.

Contracts can be verbal or written. Verbal contracts may be legally enforceable, but they may be difficult to prove without a witness. It is preferable to get all contracts in writing.

Contract conditions are binding on both sides once signed. With the exception of contracts relating to direct sales, contracts can't be cancelled if you change your mind. Withholding payment or stopping payment on a cheque as a means of cancelling a contract is not advisable. You could be sued for breach of contract.

OTHER RELEVANT TOPICS

CREDIT
LIENS



COSMETICS

In the federal Food and Drugs Act, cosmetics are defined as substances sold or represented for use in cleaning, improving, or altering the complexion, skin, hair, or teeth. Cosmetics include products like shampoo, deodorant, toothpastes, perfumes, and suntan lotions in addition to other products commonly considered to be cosmetics. The Food and Drugs Act is concerned that products present no health risk.

Cosmetics packaging does not require an ingredient listing. If you are concerned that a product may contain substances to which you are allergic, write the product manufacturer

asking if those substances are included in the product. If you experience an adverse reaction when using a cosmetic product, discontinue use of the product. If the reaction is severe, see a doctor. Report the incident to the Health Protection Branch of Health and Welfare Canada. By reporting adverse reactions to cosmetics, consumers can help the Branch identify problem products and indicate where corrective action may be required.

CONSUMER HELP

Health Protection Branch, Health and Welfare Canada, page 13.



CREDIT

CONTRACTS

Interest rates up to 60% per year are not regulated, therefore it's your responsibility to shop comparatively for the best deal. Look for the lowest interest rate, the largest monthly payments you can afford, and the shortest repayment period. You are not required by law to buy life insurance for credit contracts. Some credit grantors may, however, require that you buy life insurance as a condition of granting credit.

There are two basic types of credit contracts: a *conditional sales contract*, commonly known as an installment sale contract, where the buyer takes possession of goods but the title stays with the creditor until payment is made in full; and a *promissory note*, used for cash loans, which is a written, unconditional promise to pay the money owed at a future time or in installments. When a cash loan is granted, some security is usually required. The goods or chattels given as security are listed on an agreement called a *chattel mortgage*.

In Alberta, credit disclosure legislation requires the following information on credit contracts:

- The total amount borrowed or the cash selling price of the merchandise
- The amount of any down payment and/or trade-in
- The cost of borrowing expressed in dollars and cents
- The cost of borrowing expressed as an annual percentage rate
- The amount of any insurance or official fees
- The total amount that must be repaid
- The basis upon which additional charges will be made in the event of default or late payments

- The schedule of payments
- A clear description of the goods sold
- On a chattel mortgage, a precise description of the collateral taken

COSIGNING

If you cosign a loan and payments aren't kept up, creditors can take the same legal action against you as they can against the person with whom you cosigned. All cosigners are equally responsible for the total amount of the debt.

CREDIT CARDS

By law, businesses are not allowed to mail credit cards to you unless you have applied for them in writing or they are renewals.

With respect to lost or stolen cards, if you discover that a credit card is missing, notify the issuers immediately. If you notify the issuer within a reasonable time of becoming aware of the loss, you can't be held responsible for any amount charged to your account after the notification. In this case, if your card was used before the issuer was notified, you could only be held responsible for the lesser of \$50 per credit card or the amount stipulated in your agreement with the credit card company.

If you don't notify the credit card company within a reasonable time of becoming aware of the loss of your credit card, you could be held responsible for a considerably greater amount of money. Keep your credit cards in a safe place. Frequently check their where-abouts.

CREDIT REPORTING

Credit information files are kept by Credit Bureaus throughout the province. You can visit the Bureau in your area and ask to see your file. If you disagree with any of the information, you can either visit the Bureau or submit a letter correcting or explaining any inaccuracies. If you've been turned down for credit in the last month, you can telephone the Bureau about your concern. Credit Bureaus are located in Calgary, Drumheller, Edmonton, Fort McMurray, Grande Prairie, Lloydminster, and Red Deer.

DEBT COLLECTION

The practices of debt collection agencies are regulated by The Collection Practices Act. Some practices which are not allowed include misrepresentation of a collector's identity and purpose and personal visits or telephone calls between the hours of 10 p.m. and 7 a.m. to demand payment.

Debt collection companies must be licensed by Alberta Consumer and Corporate Affairs and bonded. Their employees/collectors must also be licensed by Alberta Consumer and Corporate Affairs. Debt collectors have no special rights. They must follow proper legal procedures.

SEIZE OR SUE

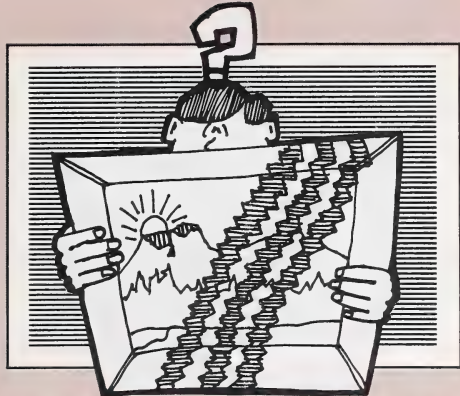
Whether seizing personal goods or suing you for the amount owing, a creditor must follow proper legal procedures. The action a creditor takes depends on the type of credit contract you signed and the creditor's decision regarding the best way to recover the money owing. You have rights with respect to exemptions from seizure and garnishment but these are complex legal matters. If you need help, talk to someone in the Sheriff's Office or get some legal advice.

FINANCIAL COUNSELLING

If you're in debt or otherwise need help getting your financial matters in order, there are resource materials, courses, workshops, and personal counselling sessions available from the offices of Alberta Consumer and Corporate Affairs.

CONSUMER HELP

Alberta Consumer and Corporate Affairs, page 11.



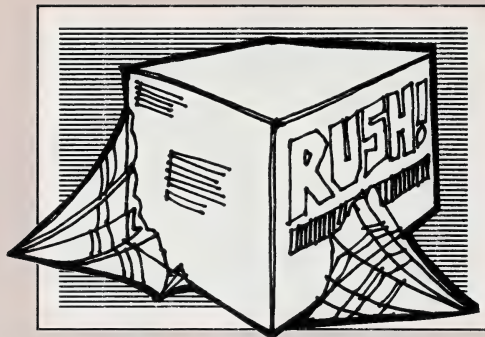
DAMAGED GOODS

Stores that advertise a policy of “Satisfaction guaranteed or money refunded” should live up to their promise: They should refund your money if you have a problem with goods received in a damaged condition. In some cases where you receive damaged goods, a warranty will cover their repair or replacement. However, if no policy of guaranteed satisfaction exists and no warranty applies, the business’s only obligation is to repair the damage. If the

goods can’t be repaired properly, the business is obliged to replace them. Realize that you may give up your right to have goods repaired if you accept them *as is*.

OTHER RELEVANT TOPICS

SELLING PRACTICES: Goods Sold As Is



DELIVERY OF GOODS

If you are promised delivery by a certain date but the company fails to meet that commitment, you may think you have the right to cancel your contract. Not so!

If the work order or contract specifies a delivery date, you are generally required to give the company reasonable leeway. If you feel the delay is unreasonable, discuss your situation with the company. If the company agrees with you, you may mutually agree to cancel the contract. On the other hand, if the dispute can't be resolved, your only recourse may be legal action. A judge then decides what constitutes a reasonable waiting period in your particular situation.

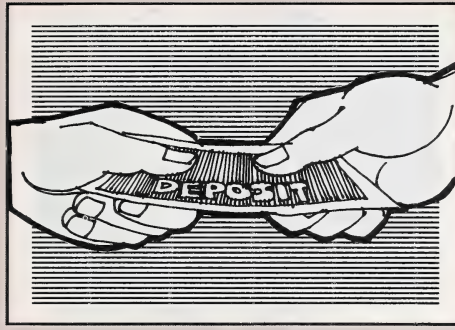
If you place an order that is definitely required by a specific date, protect your interest by making the delivery date a condition of the sale. Insert a special condition in the contract stating something to this effect: "This sale is conditional upon delivery by (date)."

DIRECT SALES CONTRACTS

Contracts for goods or services purchased from a direct seller are a special situation. Such contracts which are solicited, negotiated, and concluded in your home can be cancelled for nondelivery of goods or nonperformance of services.

If a delivery date is not specified in the contract and the goods or service are not delivered within 120 days of signing the contract, you have up to one year to cancel. The one year is determined from the date you receive a copy of the contract.

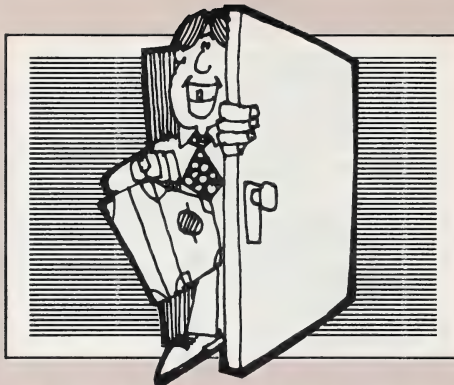
If a delivery date is specified in the contract and the goods or service are not delivered within 30 days of that date, you have up to 180 days to cancel. The 180 days are determined from the date the goods or service were supposed to be supplied.



DEPOSITS AND DOWN PAYMENTS

When you place a deposit on an item to have it held for you, a contract is formed between you and the seller. By making a deposit you are assured that the seller will hold the item for you; the seller is assured of a buyer. If you decide not to purchase the item, the seller is under no legal obligation to return the deposit to you. You may forfeit the deposit because the item could have been sold to someone else while you were making up your mind. If a salesperson claims that a deposit is refundable should you change your mind, ask for this promise to be written on your receipt. Always leave as small a deposit as possible.

A down payment is the portion of a purchase price that is required to be paid at the time a sales agreement is signed or a purchase is made. A down payment is generally paid in cash and can be considered as the first payment on the contract. Down payments are usually required by a credit grantor to ensure you have some equity in the goods.



DIRECT SALES

If you make a purchase for \$25 or more from a direct salesperson in your home or place of business, the Direct Sales Cancellation Act, administered by Alberta Consumer and Corporate Affairs, allows you four days to reconsider your purchase. However, if the fourth day falls on a Sunday or a statutory holiday, you have one additional day to reconsider your purchase. This means that you may cancel the contract not later than four or possibly five days after the date you receive your copy of the contract. The seller has an obligation to provide you with a signed copy of the contract within ten days of your signing the contract.

The best way to cancel a contract is to write a letter to the company and personally deliver it or send it by registered mail. Notice of cancellation is considered to be given at the time of mailing. You do not have to give a reason for the cancellation. Any down payment or trade-in you gave to the seller must be returned to you.

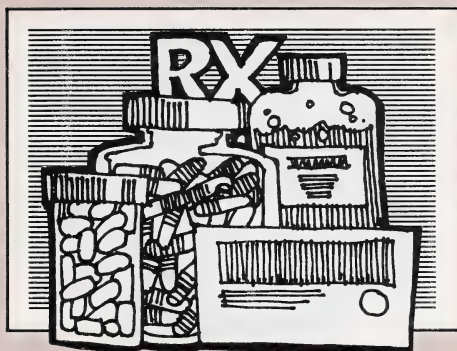
For information on what you can do if goods or services purchased from a direct seller are not delivered or performed, look under DELIVERY OF GOODS: Direct Sales Contracts.

CONSUMER HELP

Alberta Consumer and Corporate Affairs,
page 11.

Direct Sellers' Association
390 Bay Street, Suite 2000
Toronto, Ontario
M5H 2Y2
Telephone: (416) 368-1089

Association members must operate by a code of ethics. While the Association will investigate complaints about any direct sales company, the Association's decisions are binding only for member companies.



DRUGS

Prescription and nonprescription medications are regulated under the Food and Drugs Act which is administered by the Health Protection Branch of Health and Welfare Canada. The Act covers the misleading advertising of drugs as well as the safety and effectiveness of these products. The Pharmaceutical Association Act in Alberta also regulates how prescription drugs must be handled in the province.

Prescription and nonprescription drugs vary in price among stores so shop comparatively for the best value. When buying prescription drugs, you can ask the pharmacist to fill the prescription with less expensive generic products rather than name brand products. Generic products cannot be substituted where a doctor specifies a brand name in the prescription and indicates that no substitutions are to be made.

If any drug product causes an adverse reaction, is advertised in a misleading manner, is mislabelled, has been tampered with, is sold illegally, or is ineffective, you should call the Health Protection Branch, Health and Welfare Canada.

CONSUMER HELP

Health Protection Branch, Health and Welfare Canada, page 13.

Alberta Pharmaceutical Association
10615 - 124 Street
Edmonton, Alberta
T5N 1S5
Telephone: 488-8152

If your complaint involves a pharmacist, write a letter to the Association outlining your problem. An Association inspector will investigate your complaint. If the pharmacist is found to be at fault and the problem is a serious one, the Association may invoke a penalty on the pharmacist.



ADDITIVES

Food additives are controlled according to the regulations of the Food and Drugs Act. The Act is administered by the Health Protection Branch of Health and Welfare Canada.

CONTAMINATION

Municipal, provincial, and federal levels of government are all involved in protecting people from contaminated foods.

If you buy any marketed food (packaged, frozen, canned, or dried) that smells or tastes badly, is mouldy, contains insects or foreign matter, or is packaged defectively, report the incident to the Health Protection Branch of Health and Welfare Canada. If you or someone you know becomes ill after eating contaminated food either at home or at a restaurant, report the incident to your local Health Unit. Also report either type of incident to the restaurant, the food manufacturer, or the store where you bought the food.

PACKAGING AND LABELLING

The Packaging and Labelling Act, administered by Consumer and Corporate Affairs Canada, specifies that packaging and labelling must not be misleading with respect to descriptions or illustrations. The Act also specifies information to be included on labels including the common name of the product, the net contents, and the name and address of the party responsible for the product.

The Food and Drugs Act requires that labels of prepackaged foods must carry a list of ingredients in descending order of proportion. In the case of foods with an estimated life of 90 days or less which are prepackaged at

other than the retail level, the label must carry a durable life date which indicates the last day on which the food is expected to have retained most of its desired qualities under proper storage conditions. Foods may be sold or consumed beyond that durable life date provided that they are in acceptable condition. The date on milk is a pull date which means that it cannot be sold after that date.

Prepackaged fresh meats, poultry, and fish prepackaged at the retail level must be marked with the date on which the products were packaged. Cuts of meats must be sold under standard names to avoid confusion.

Food previously frozen and thawed prior to sale must be marked "previously frozen" or a sign can be placed near the display indicating that the food was previously frozen.

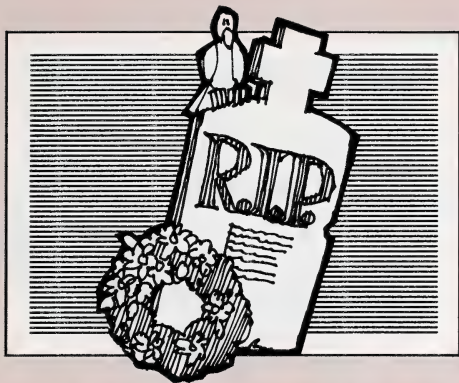
CONSUMER HELP

Consumer and Corporate Affairs Canada, page 12.

Health Protection Branch, Health and Welfare Canada, page 13.

Health Units

Health Units are located in numerous centres throughout the province. Check your telephone book for the office nearest you. Health Units are concerned with the sanitation of locally made and processed foods, and the food handling and storage procedures of local restaurants, food stores, and bakeries. If your complaint involves one of these areas, contact your local Health Unit. If they cannot handle your problem, they will refer you to the Health Protection Branch, Health and Welfare Canada.



FUNERAL SERVICES

Most people do not think about funeral practices until they are faced with the responsibility for making arrangements for a relative or friend. Services planned at the time of death are referred to as time of need arrangements. Arranging a service at the time of need is often difficult because the people concerned are emotional and have limited experience in making such arrangements. Price/service comparisons are difficult to make under these circumstances.

You can avoid many difficulties by planning ahead. Many funeral homes and memorial societies will keep a list of your wishes on file for quick reference at the time of death. In this case, no money changes hands. You can also arrange for a funeral service and burial plot and pay for them ahead of time.

CONSUMER HELP

Alberta Consumer and Corporate Affairs,
page 11.

Alberta Funeral Information Service
2437 - 89 Street
Edmonton, Alberta
T6K 2Y8
Telephone: 463-5985 (collect calls are accepted)

2116 - 27 Avenue, N.E.
Suite 105, Stockman's Centre
Calgary, Alberta
T2E 7A6
Telephone: 250-5575 (collect calls are accepted)

Operated by the Alberta Funeral Service Association, the Information Service answers telephone inquiries and sends out pamphlets. The Association provides an information and advisory service to assist the public to become more aware of the services provided by funeral homes. It also investigates complaints about members and takes action where necessary. As well, the Association reviews consumers' evaluations of members' services and investigates any problems which are identified.

Memorial Societies

Society offices are located in Calgary, Edmonton, Grande Prairie, and Red Deer. Memorial societies are voluntary, nonprofit organizations to help people prearrange simple, dignified yet inexpensive funerals. Most memorial societies have either a legal contract or an agreement with one or more local funeral homes to provide simple and inexpensive services for members. Memorial societies which are unable to get such an agreement from local funeral homes act in an advisory capacity to people wishing to prearrange their funerals. Members are provided with a form to indicate their desired arrangements. A copy is kept by the society and/or the cooperating funeral home. If you move, your membership file can be transferred to the local memorial society.

Memorial societies also provide consumer information on topics related to death. A lifetime membership fee is charged.



GUARANTEES AND WARRANTIES

The federal Competition Act and Alberta's Unfair Trade Practices Act protect consumers against false or misleading statements in verbal or written warranties.

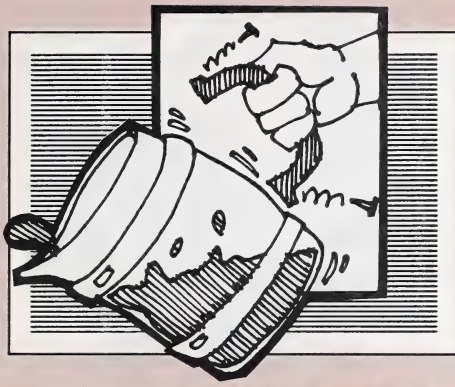
Further, the provincial Sale of Goods Act protects consumers by requiring that goods are suitable for their intended purpose, that sample items or descriptions of goods are true representations of what you are sold, and that sellers have the legal right to sell their goods.

The protection of the Sale of Goods Act may be limited if a buyer agrees to the terms of any written warranty accompanying a product. Read a warranty carefully. Understand that a warranty promises repair of an item within the limits specified. A warranty does not automatically promise replacement of a damaged product.

Some manufacturers require that you register your warranty to make it valid. This may be done at the store where the purchase is made or you may have to fill out and mail a form yourself. It is important that you do so to validate the warranty but keep a photocopy for your records. Warranty coverage is often limited to the original purchaser of the product. Manufacturers may also specify that the warranty is void if anyone but an authorized serviceman repairs the product.

OTHER RELEVANT TOPICS

SELLING PRACTICES: Goods Sold As Is



HAZARDOUS OR DEFECTIVE PRODUCTS

Safety standards for consumer chemicals, products for household, garden and personal use, sporting goods, life-saving equipment, and children's products come within the scope of the Hazardous Products Act. This Act is administered by Consumer and Corporate Affairs Canada. The Department conducts ongoing research to examine products for safety and to set regulations where necessary.

The Health Protection Branch of Health and Welfare Canada monitors the safety of foods, drugs, cosmetics, medical devices, and radiation-emitting devices.

The Canadian Standards Association monitors products to ensure that they meet basic safety and performance criteria. If the standards are met, a CSA certification mark is applied to the product.

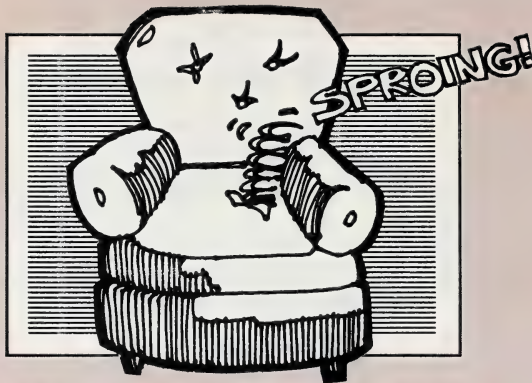
CONSUMER HELP

Consumer and Corporate Affairs Canada, page 12.

Health Protection Branch, Health and Welfare Canada, page 13.

Canadian Standards Association
1707 - 94 Street
Edmonton, Alberta
T6N 1E6
Telephone: 450-2111

The Association investigates complaints about defects or hazards in any product bearing a CSA certification. If the manufacturer will not correct the defect or problem, the CSA can withdraw the manufacturer's right to use the CSA certification.



HOME FURNISHINGS

Furnishings vary greatly in quality and price. The best way to avoid complaints is to do your homework before you buy. Read consumer magazine test reports. Find out what constitutes quality in the item you plan to buy and shop comparatively for the best price, service, and warranty protection.

OTHER RELEVANT TOPICS

DAMAGED GOODS

DELIVERY

GUARANTEES AND WARRANTIES

TEXTILES

CONSUMER HELP

Alberta Floor Covering Association
2004 - 14 Street, N.W., Suite 202 B
Calgary, Alberta
T2M 3N3
Telephone: 282-3622

Association members include manufacturers, distributors and retailers. As a consumer, you can request an inspection by an Association committee. A fee is charged. A report will be prepared on the findings.

Canadian Carpet Institute
130 Slater Street, Suite 325
Ottawa, Ontario
K1P 6E2
Telephone: (613) 232-7183

The Institute does not handle complaints but provides information on selecting and caring for carpets.



HOME IMPROVEMENTS

CONTRACTORS/WORKMANSHIP

Many home improvement complaints relate to disputes about the standards or quality of workmanship. Such problems are very difficult to resolve. Your best line of defense is to avoid the problem in the first place by following these useful guidelines:

- Ask friends for the names of contractors they recommend.
- Call the Better Business Bureau to check the reputation of the business.
- Ask the contractor for the names of some previous customers. Telephone these people and ask their opinion about the work done. If possible, arrange to see the home improvement project.
- Carefully describe the work you want done and provide illustrations if possible.
- Get written estimates from several businesses. Include a description of the work to be done, the materials to be used, the beginning and completion dates, the total price, and the method of payment.

CONTRACTS

Get a written contract for major home improvement work. Include in the contract:

- The place and date of the contract
- The name and address of the contractor and the buyer
- A description of the services and work to be done
- The quality or type of materials to be used
- The total price, the conditions of payment including the amount of the down payment, and the schedule of progress payments
- The completion date

Any contractor who is paid any amount before the work is completed must be licensed by Alberta Consumer and Corporate Affairs and bonded. When a contract is worth \$200 or more, a prepaid contractor must give you a written contract containing all the information listed above. The contract must be given to you on or before the date the work begins or within 10 days after you sign the contract — whichever comes first.

Check the following points with the contractor and specify the details in your contract:

- The contractor has insurance to protect you from any liability resulting from the work.
- The necessary building permits will be obtained and work will adhere to local building regulations. Ensure that the inspections by the local authorities are made at the proper times, failing which the contractor is responsible.
- The contractor will repair or replace property damaged in the course of the work.
- The contractor will clean up and remove debris from the site after completing the work.

Also remember that a guarantee is only as good as the person or company who backs it. So deal with a stable and reputable contractor. If the contractor says that work and materials are guaranteed, ask specifically what is guaranteed, for how long, and what will be done if problems arise. Write all guarantees into the contract.

If a home improvement contract is solicited, negotiated, and concluded in your home, it can be cancelled within the provisions of the Direct Sales Cancellation Act. For more information, look under DIRECT SALES.

PAYMENT

Before committing yourself to a home improvement project, consider your budget. If you need to finance the work, shop for the best possible credit terms. Look for a low annual interest rate, a large monthly payment, and a short repayment period.

Don't prepay the work in full. Make as small an initial payment as possible. Arrange to pay in installments as the work is completed. This process gives you leverage if the work is unsatisfactory or incomplete.

The contractor might hire subcontractors or purchase materials from a supplier. If the contractor fails to pay these people for their work or supplies, you are responsible as determined by the Builders' Lien Act of Alberta. There are ways to protect yourself. As the procedures are very complicated, you may wish to seek legal advice.

OTHER RELEVANT TOPICS

DIRECT SALES

HOUSING: Home Warranties

LIENS

CONSUMER HELP

Alberta Consumer and Corporate Affairs,
page 11.

Electrical Contractors' Association of
Alberta
11302 - 119 Street
Edmonton, Alberta
T5G 2X4
Telephone: 451-2412

If the contractor is a member, the Association
will investigate and mediate complaints.

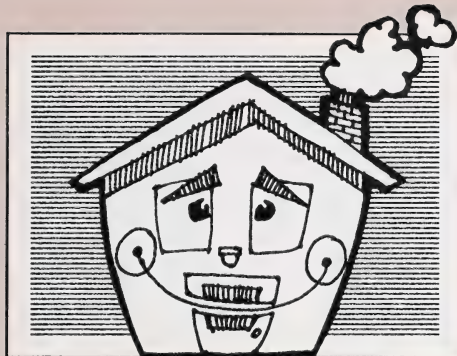
General Safety Services Division
Alberta Labour

Regional offices are located in Calgary, Camrose, Drumheller, Edmonton, Edson, Fort McMurray, Grande Prairie, Lethbridge, Medicine Hat, Peace River, Red Deer, St. Paul, and Vermilion. Contact a regional office about safety problems with new or old electrical, gas, or plumbing installations in your home. Complain in writing and an inspector will investigate the problem and try to resolve it with you or the installer. The inspectors have the authority to force installers to comply with safety regulations.

Mechanical Contractors' Association of
Alberta
Northern District
17307 - 106 Avenue
Edmonton, Alberta
T5S 1E7
Telephone: 489-5551

Southern District
2725 - 12 Street, N.E.
Calgary, Alberta
T2E 7J2
Telephone: 250-7237

The Association will investigate and mediate
complaints about member heating and
plumbing contractors.



HOUSING

LANDLORD AND TENANT MATTERS

Tenancy Agreement: Tenancy agreements may be verbal or written. If written, the tenants must sign the agreement and return it to the landlord. Within 21 days of receiving the signed tenancy agreement, the landlord must also sign it and return a copy to the tenants.

Notice to Terminate: Whether initiated by a landlord or tenant, the notice to end a tenancy must:

- Be in writing
- Identify the premises
- Give the date the tenancy ends
- Be signed by the person giving the notice or the person's agent

The amount of notice needed to end a tenancy agreement varies with the tenancy period and may differ for landlords and tenants. A tenancy period begins on the day rent is due and ends the day before the next rent is due, unless other arrangements are agreed to by the landlord and tenants. This period need not be a calendar week, month, or year. The required notice to be given for various tenancy periods is presented in the table which follows. If a landlord sells the premises, the new landlord (owner) must give the required notice to terminate.

For example, in a month-to-month tenancy where the tenancy begins on the first day and ends on the last day of the month, a landlord must give notice before September 1st for it to be effective on November 30th. If the landlord

TENANCY PERIOD	REQUIRED NOTICE TO BE GIVEN	
	BY LANDLORD	BY TENANT
week-to-week	1 tenancy week	1 tenancy week
month-to-month	3 consecutive tenancy months	1 tenancy month
year-to-year	90 days prior to last day of tenancy year	60 days prior to last day of tenancy year

does not give notice until September 1st, it cannot be effective until December 31st as three complete tenancy months' notice are required. In the same circumstances, a tenant wishing to leave by September 30th must give notice before September 1st in order to give one complete tenancy month's notice.

Serving Notice: The method used to deliver a notice of termination is very important. Notice must be served personally, by registered mail, or by certified mail. If registered or certified mail is used, a landlord sends the notice to the address of the premises rented by the tenants; tenants send the notice to the address where the rent is paid.

If tenants cause situations where a landlord cannot serve notice by one of the above methods, the landlord may serve notice on any adults who apparently reside with the tenants. A landlord may also serve notice by posting it in a conspicuous place on the premises.

Security Deposits: The maximum security deposit that can be held by the landlord is the equivalent of one month's rent. The landlord must pay the tenant interest on this deposit annually unless the landlord and tenant agree in writing that interest will be compounded annually and paid at the end of the tenancy. As of March 1, 1987, landlords must pay a minimum of 6% annual interest on deposits. On deposits held for any period of time between January 1, 1984 and February 28, 1987, a landlord must pay a minimum of 8% annual interest. For information on interest rates that apply to prior years, contact the Landlord and Tenant Advisory Board in your area or an office of Alberta Consumer and Corporate Affairs.

Within 10 days of tenants giving up possession of their premises, a landlord must either return the security deposit, or where deductions are made, provide a statement of account together with the money balance, or where costs are unknown, provide an estimated statement of account together with the money balance. Where an estimated statement of account is given to tenants, a landlord must provide a final statement and any remaining money within 30 days of tenants giving up possession of the premises. A landlord cannot make deductions from security deposits for normal wear and tear on the premises. If tenants disagree with the type and/or amounts of deductions, they may begin court action to recover their entire security deposit or the portion to which they claim to be entitled.

Rent Increases: In residential tenancy agreements whether on a weekly, monthly, or yearly basis, a landlord must give tenants written notice of any rent increase. Notice must be given at least 90 full days before the day on which any increase is to take effect or longer as specified in the tenancy agreement. The day on which notice is given and the day on which the increase is to take effect do not count as part of the required number of days' notice. Tenants are considered to have agreed to the rent increase if they do not give a notice of termination to be effective on or before the date the rent is to be raised.

Entry of Premises by Landlord: Generally, before entering the premises, a landlord must have the consent of tenants or a lawfully present adult. However, a landlord may enter without consent where there are reasonable grounds to believe an emergency exists or the premises have been abandoned. A landlord may also enter without consent but after notice has been given, in order to inspect or repair the premises or show them to prospective purchasers or tenants. Prospective tenants can be shown the premises, however, only after notice of termination has been given by either the landlord or the current tenants.

A landlord's notice of intention to enter the premises must:

- Be in writing
- Specify a reasonable time of entry
- Be given to the tenants at least 24 hours before entry

BUYING AND SELLING A HOUSE

The Real Estate Agents' Licensing Act covers various aspects of real estate trading in Alberta. One requirement of the Act is that all agents be licensed by Alberta Consumer and Corporate Affairs. This license can be suspended or cancelled if an agent or salesperson employed by an agent contravenes the Act. For example, if a real estate agent does not deposit all the money he receives in a real estate transaction to a real estate trust account, he would be in contravention of the Act. It is important to note that any money you pay in a real estate transaction should be made out to the real estate agent (not the salesperson) in trust or to your lawyer in trust. The agent who contravenes the Act risks not only cancellation of his license but also the possibility of a fine.

Be aware that it is illegal for a real estate salesperson or agent to guarantee the sale of your home at a certain price and at a certain time unless the agent or salesperson has met the requirements of the appropriate section of the Act. That section states that the agent must deposit to a separate account not less than five percent of the total amount payable under the sales agreement. If you suspect that the Act has been broken, contact the nearest office of Alberta Consumer and Corporate Affairs.

The purchase of a new or preowned home represents a great expense so proceed cautiously. Deal with reputable people and do not sign anything until you are sure you understand the details.

Alberta's Unfair Trade Practices Act does not apply to real estate transactions. Therefore, the provisions of the Act cannot be used as a remedy if a salesperson does not disclose hidden defects in a piece of real estate. Any information you are given, however, whether verbal or written should be correct. If it isn't, you may later have legal recourse against the owner or salesperson. Since verbal statements are difficult to prove, get all important information and promises in writing. Look under **SELLING PRACTICES: Misrepresentation and Unfair Pressure**, for information about the Unfair Trade Practices Act.

The legal and financial implications of making an offer to purchase property are great so proceed with caution and legal advice. Be aware too, that all real estate agents and salespersons act on the seller's behalf. Even if you are using the services of a real estate salesperson and lawyer, it's a good idea to familiarize yourself with the process beforehand. Some excellent Canadian reference books exist which will at least help you to know some of the appropriate questions to ask.

MORTGAGES

Over the life of a mortgage the terms under which you finance a house can double or triple the original purchase price. Shop around for the best interest rates. Carefully consider the effect of the amortization period on both your monthly payments and the total cost of the loan. A longer amortization period means lower monthly payments over a longer period of time resulting in much greater finance costs.

Check whether payments can be made weekly, biweekly, or monthly. At the same interest rate, more frequent payments mean lower finance cost. Check the mortgage document for clauses outlining prepayment penalties and finally, choose the mortgage term carefully. The term is the period of time during which the conditions of the mortgage are fixed.

Mortgages are available from banks, Treasury Branches, credit unions, trust and life insurance companies, finance companies, and private lenders. Shop around for the interest rate and the terms, conditions, and service that suit your needs.

Mortgages are also available through mortgage brokers who arrange mortgage funds for you through financial institutions and private lenders for a fee. Mortgage brokers are regulated and registered under the Mortgage Brokers Regulation Act of Alberta.

HOME WARRANTIES

Warranty protection is available on new homes built by members of the New Home Warranty Program of Alberta. Warranties are not usually available on previously occupied homes, but there may be some remaining warranty protection available if it was built by a Program member. Under this Program, warranty provisions protect your deposit, cover repairs to defects that may show up in the first year after completion and possession of the new home, and cover structural problems for an additional four years. An optional additional five years of major structural defect coverage is also available to extend the warranty to a total of ten years.

REAL ESTATE AND LEGAL SERVICES

Real Estate Services: Commissions vary among real estate agencies although 7% is a common rate for a Multiple Listing Service. An MLS listing means that one agency lists the property with all agencies belonging to the MLS. In an exclusive listing, a property is listed with only one agency. In this case, the commission rate may be lower and open to negotiation.

Whether you're buying or selling a house, choose a real estate salesperson with great care. Understand that the law governing the operation of real estate agencies requires that all salespeople serve the best interests of the seller — the person paying the commission.

This may have implications for you as a potential home-buyer.

Legal Services: Both the purchase and sale of real estate are complex processes with major financial and legal implications. While it is possible to buy and sell property without legal representation, it is not recommended unless you are very familiar with the process. To avoid a conflict of interest situation, sellers and purchasers should use different lawyers.

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Alberta Home Builders' Association
Head Office
10544 - 114 Street, Suite 205
Edmonton, Alberta
T5H 3J7
Telephone: 424-5890

Association offices are also located in Calgary, Fort McMurray, Grande Prairie, Lethbridge, Medicine Hat, and Red Deer. The Association investigates and mediates written complaints which involve member builders. If the problem is not solved, it goes to the Association's disciplinary committee.

Landlord and Tenant Advisory Boards

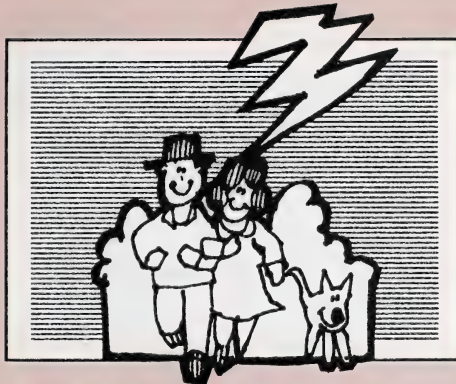
Offices are located in Banff, Calgary, Canmore, Edmonton, Fort McMurray, Jasper, Lethbridge, Medicine Hat, and Red Deer. The Boards provide advice and information on landlord and tenant matters. They will mediate complaints which are submitted in writing.

New Home Warranty Program of Alberta
208 - 57 Avenue, S.W., No. 201
Calgary, Alberta
T2H 2K8
Telephone: 253-3636

The nonprofit organization offers a program to builders which protects a consumer's deposit to a maximum of \$5,000, guarantees a builder's first year warranty even in the event that the builder goes out of business, and provides a warranty to protect your home from major damage due to structural failure. This coverage may be extended by the builder or the purchaser for an additional five years by payment of an additional fee. Contact the Warranty Program to find out if a particular builder is a registered member. If the builder is a member and covered by a new home warranty, contact the builder directly about any complaints. If the problem is not resolved, contact the New Home Warranty Program office.

Real Estate Boards

Real Estate Boards are located in Calgary, Drumheller, Edmonton, Fort McMurray, Grand Centre, Grande Prairie, Hinton, Lethbridge, Lloydminster, Medicine Hat, and Red Deer. Submit written complaints about member realtors. An investigation will be made and if your complaint is valid, action will be taken with the realtor to solve the problem. If the realtor does not resolve a serious problem, the case may go before an arbitration committee. The committee may institute a fine, suspension, or membership termination for the realtor.



INSURANCE

Many insurance complaints arise from misunderstandings about policy terms and the extent of coverage. When you buy life, property, or vehicle insurance, make sure you understand what is covered, what is not, and the dollar value of your coverage. Ask questions and gather information before you buy. Prices vary for the same coverage so shop comparatively.

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Insurance Brokers' Association of Alberta
10240 - 124 Street, Suite 505
Edmonton, Alberta
T5N 3W6
Telephone: 482-6340 in Edmonton
1-800-232-7300 toll free
elsewhere in Alberta

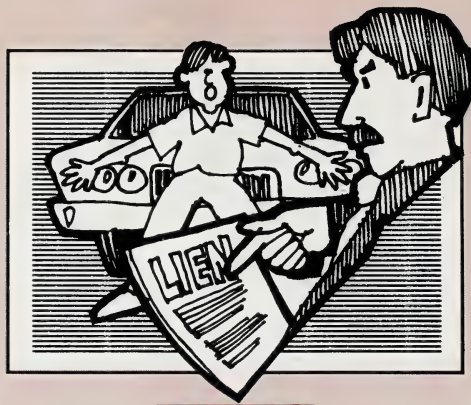
If you have problems with general insurance or insurance salespeople or agents, contact the Association for assistance. Information will be gathered from you and the broker, and then the problem will be presented before an Association committee. If found to be at fault, the broker will be required to resolve the problem.

The Insurance Bureau of Canada
10080 Jasper Avenue, Suite 1105
Edmonton, Alberta
T5J 1V9
Telephone: 423-2212 in Edmonton
1-800-232-7275 toll free
elsewhere in Alberta

The Bureau provides information about automobile, fire, and personal property insurance. They investigate and mediate disputes between consumers and insurance companies.

The Life and Health Insurance
Information Centre
20 Queen Street, W., Suite 2500
Toronto, Ontario
M5H 3S2
Telephone: 1-800-268-8099 toll free

The Centre provides information on life and health insurance. If a dispute arises, the Centre acts as a consumer advocate and deals with the company that issued the policy. The Centre assists consumers with questions or problems regarding terms and benefits of life and disability insurance policies; group insurance plans and benefits; pension plans, RRSPs and annuities; settlement of death and disability claims; and wills, estates, and beneficiaries.



LIENS

A *lien* is a claim against property for the satisfaction of a debt. Liens can be filed against real or personal property for a variety of reasons. Several common situations are:

BUILDERS' LIENS

A building contractor, hired by you, may hire subcontractors or purchase materials from suppliers. If the contractor fails to pay these accounts, according to the Builders' Lien Act you are responsible. The unpaid subcontractors and suppliers can file liens against your property. When a lien is filed, the Land Titles Office notifies the registered property owner. Discharging a lien can be a costly and complicated process, but there are ways to protect yourself. You may wish to seek legal advice.

CREDITORS' LIENS

When you sign a credit contract for goods and agree to pay in monthly installments, you are a party to a conditional sales contract. You are given the goods on the condition that you will abide by the terms of the contract and make your payments. Although you get possession of the goods, the creditor retains legal title until they are paid for in full. In these situations, because of their interest in the goods, creditors can file liens against them. Similarly, creditors can file liens against goods which are offered as security on loans.

GARAGEMEN'S LIENS AND POSSESSORY LIENS

Mechanics and other repair people who have changed, improved, or stored a piece of personal moveable property are considered to have an interest in that property. If the charges for work done are not paid, the repair people can file liens against the goods.

When such liens are filed, the repair people can keep the goods in their possession until payment is received. In the case of motor vehicles and farm vehicles, if the repair people give up possession, the entitlement to a lien is maintained only if the person who authorized the work order acknowledges the debt by signing a statement of account.

If motor vehicles or farm vehicles are held, storage costs may be charged by the repair people and added to the debt. For other types of goods, however, the repair people's ability to charge for storage depends on the terms of the initial work contract.

If the debt is still unpaid after three months in the case of motor vehicles and farm vehicles, or six months in the case of other property, the repair people (lien holders) can follow prescribed legal procedures and apply to the court for permission to sell the goods.

The Garagemen's Lien Act and the Possessory Liens Act set out the legal procedures by which repair people can pursue their claims against moveable property. If you are involved in a situation involving these types of liens, your best course of action is to seek some legal advice.

SEARCHING FOR LIENS

Liens on Real Property: These liens are registered against land and buildings at the Land Titles Office in Calgary or Edmonton, depending upon where the property is located. If a lien is registered against real property, a notice is sent to the property owner the same day. To search a land title for liens, you must have the legal description of the property and pay \$1.00 per search.

Liens on Personal Property: If you are planning to purchase second-hand goods from a private seller, an auction, or a used-goods retailer, it is in your best interest to check whether any liens are registered against the goods.

The Vehicle Registry registers liens against itinerant machines including motor vehicles, trailers, and airplanes. Farm equipment is also listed here if the claims are garagemen's liens. The Central Registry registers liens against all other types of personal property.

A lien search through Vehicle Registry costs 50 cents per search and requires that you have the year, make, and serial number of the vehicle. For a Central Registry search, the cost is 75 cents for the first record found and 50 cents for each additional record. At Central Registry a search is conducted under the name of the personal-property owner.

CONSUMER HELP

Land Titles Office
J.J. Bowlen Building
620 - 7 Avenue, S.W.
Calgary, Alberta
T2P 2R4
Telephone: 297-6511

Land Titles Office
10365 - 97 Street
Edmonton, Alberta
T5J 3W7
Telephone: 427-2742

For lien searches, write or visit the appropriate office; provide a legal description of the title you want searched and \$1.00 per search. The Edmonton Land Titles Office files titles on properties from approximately Innisfail north; Calgary Land Titles Office files titles on property south of Innisfail. If you live outside Calgary or Edmonton and require an immediate title search, you might get one done through a law office. Most law offices have accounts with Land Titles and can initiate searches by telephone. Expect to pay for the service.

Vehicle Registry and Central Registry
5th Floor, J.E. Brownlee Building
10365 - 97 Street
Edmonton, Alberta
T5J 3W7
Telephone: 427-5104

While the two Registries are located in Edmonton, lien searches can also be initiated in Calgary through the Registry Office, 3rd Floor, J.J. Bowlen Building, 620 - 7 Avenue, S.W., Calgary, Alberta T2P 0Y8, Telephone: 297-6230. Searches of both Registries can also be conducted through the courthouses in Lethbridge, Fort McLeod, Medicine Hat, Drumheller, Fort McMurray, Grande Prairie, Hanna, Peace River, Red Deer, Vegreville, and Wetaskiwin.

To initiate a lien search, visit or write the closest access centre and provide the necessary information and appropriate fee. Centres outside Edmonton can telex requests to the appropriate Registry and a reply can be received within a few hours. If you need a search done immediately, your best recourse is to ask the financial institution with which you deal to do it for you. Most financial institutions hold an account with the two Registries and can have searches done by phoning the Edmonton office. Expect to pay for this service.



MAIL ORDER BUYING

It is a violation of Alberta's Unfair Trade Practices Act to advertise in a misleading or deceptive manner. Although this legislation exists, consumers must still rely on their own judgment because a certain amount of exaggeration is allowed in advertisements. As a consumer, check out the claims made by advertisers before you spend your money. If something sounds too good to be true, it probably is!

The Unfair Trade Practices Act, administered by Alberta Consumer and Corporate Affairs, may help consumers recover losses caused by misrepresentation. However, if a mail order company and its assets are located outside Alberta, there are problems which make it difficult and expensive to recover losses. Since most mail order companies are located outside Alberta and many mail order purchases are relatively inexpensive, it is often not worth trying to recover losses.

All mail order companies operating from Alberta or receiving mail orders through a post office box in Alberta must be licensed and bonded. For licensing information about a particular company, contact the nearest office of Alberta Consumer and Corporate Affairs.

Follow this advice to try to avoid mail order problems:

- Never be tricked into paying for goods that have been sent to you unsolicited. Refuse the goods, tell the firm where they can pick them up, or return the goods to the company.

- Look for the complete company name and address in the advertisement in case you have to contact the company about a problem with your order.
- Order C.O.D. if possible. That way you're in a better position if you have to complain about nondelivery.
- Include your return address with your order and notify the company of any change. Failure to do this often results in nonreceipt of goods.
- Keep a record of your money order or cheque number, the order date, and the company name and address. If you ordered on the basis of an advertisement, note where and when the ad appeared.
- Examine the merchandise as soon as you receive it and notify the company immediately if you have received damaged or incorrect goods. Failure to notify the company can remove the seller's obligation to replace or repair the goods.
- If you decide to return the merchandise, send it by registered or insured mail.

UNSOLICITED MAIL

Mail advertisements are perfectly legal although many people consider them an invasion of privacy. If you would like to receive fewer mail solicitations, write to the Canadian Direct Marketing Association asking them to remove your name from all mailing lists. This will eliminate the advertisements sent specifically in your name. However, you will still receive the mail which is sent to every household.

If you object to this form of advertising or consider it a wasteful use of paper products, complain to the advertiser. Remember that you can always refuse unsolicited mail.

Occasionally businesses send unsolicited merchandise to you. Such goods are not free unless the company has clearly indicated that the goods were intended as gifts, such is the case with free samples. If goods have been delivered as part of an offer to sell and you don't want them, you may refuse the parcel at delivery or indicate to the business that they can pick it up. If you don't open the parcel, you don't have to pay the return postage. Because use of goods may be considered an indication of your acceptance of the offer, thus obliging you to pay, it may not be wise to use the goods.

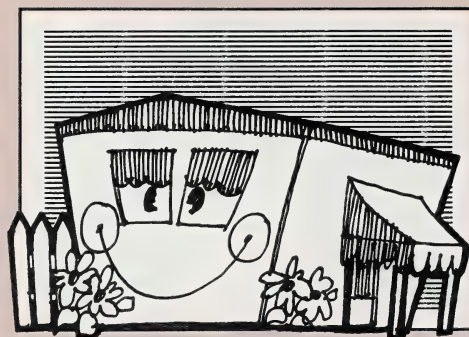
Although it is illegal in Alberta, occasionally unordered credit cards may be sent to your home. By signing and using a card you indicate acceptance and assume responsibility for it. If you choose not to use the card, destroy it or return it to the sender.

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Operation Integrity
Canadian Direct Marketing Association
201 Consumers Road, Suite 205
Willowdale, Ontario
M2J 4G8
Telephone: (416) 494-8585

The Association includes a variety of companies that advertise through the mail. Write to the Association if you want your name removed from the bulk-mailing lists of member companies. Written complaints involving member companies will be investigated by the Association.



MOBILE HOMES

CONSTRUCTION

The Canadian Standards Association (CSA) developed a set of minimum construction and structural standards known as CSA Z240 series. In 1971 the Mobile Homes (Sale of New) Regulation required that these standards be met for all mobile homes manufactured or sold in Alberta. These standards cover the structure, and the plumbing, gas fitting, and electrical requirements or appliances.

In 1974 the Alberta Building Code came into effect. Since that time it has covered all aspects of mobile home construction. At present, the Building Code requires that all mobile homes be certified by the CSA as meeting the performance requirements of the Alberta Building Code.

The CSA Z240 seal is normally located outside of the mobile home near the main door. The CSA Alberta Building Code seal and CSA specification sheet will be located on the inside of one of the kitchen cupboard doors. Any mobile home built in Alberta will have at least these three items on it; they should not be removed.

PURCHASE

When you are planning to buy a mobile home, consider the following advice:

- Take your time shopping for a mobile home. Be certain that you are obtaining the best value for your investment.
- Be aware of credit costs, insurance requirements, and the lot rental.
- Get legal advice or hire a lawyer to oversee any mortgages, financial arrangements, or contracts.

- Understand your purchase agreement. Do not sign any contract or make any deposit unless you understand all the implications and terms.
- Avoid verbal promises of warranty or service. Obtain such claims in writing.
- Know which warranties are honored by the mobile home dealer and which are not. Determine who is responsible for warranties not honored by the dealer.
- Remember, a contract is only as good as the parties involved. Check on the seller's reputation and business stability. Talk to other people who have purchased mobile homes from the seller.
- Check that the dealer from whom you buy is licensed by Alberta Consumer and Corporate Affairs.

If you are planning to purchase a used mobile home, consider the following. All mobile home dealers in Alberta must be provincially licensed and bonded. However, if you are not purchasing from a dealer, you should check to make sure there are no liens registered against the mobile home. This can be done by requesting a Central Registry lien search under the name of the mobile home owner and a Vehicle Registry search under the mobile home description and serial number.

Because of the nature of the chattel, it is important that you check in both registries. The fee for a Central Registry name search is 75 cents for the search and first record plus 50 cents for each additional name record furnished. The fee for a Vehicle Registry serial number search is 50 cents. For addresses and further information about lien searches, look under LIENS.

MOBILE HOME SITE RENTALS

In Alberta, the Mobile Home Sites Tenancies Act applies to the rental of sites to be occupied by mobile homes. The Act outlines the rights and obligations of mobile home site landlords and tenants. The tenancy agreement, how notice is to be served, notice to terminate, security deposits, a landlord's right to enter onto the site, and other issues are covered. The Act also outlines the legal remedies of landlords and tenants if either party breaks the tenancy agreement or does not comply with the Mobile Home Sites Tenancies Act.

OTHER RELEVANT TOPICS

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Landlord and Tenant Advisory Boards

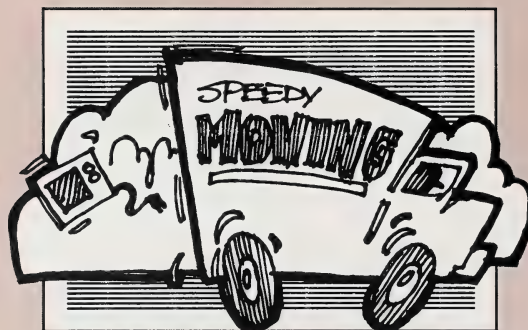
Board offices are located in Banff, Calgary, Canmore, Edmonton, Fort McMurray, Jasper, Lethbridge, Medicine Hat, and Red Deer. The Boards provide advice and information on landlord and tenant matters. They will mediate complaints which are submitted in writing.

Manufactured Housing Association of
Alberta and Saskatchewan
4919 - 59 Street, Suite 131
Red Deer, Alberta
T4N 6C9
Telephone: 347-8925

The Association's Consumer Conciliation Service will mediate complaints between consumers and member manufacturers or dealers. For some serious problems, the Association may become involved even if the problem involves a nonmember business.

Mobile Home Owners of Alberta
c/o 50 Rim Road
Mapleridge Park
Edmonton, Alberta
T6P 1C2
Telephone: 440-1150
440-1566

This volunteer consumer group provides information and advice about mobile homes. At their discretion, they will undertake to investigate complaints, make an impartial decision, and inform both sides. Their decisions are not binding on either party.



MOVING HOUSEHOLD GOODS

ESTIMATES

Getting several written estimates for the job is the first step. Be sure to consider independent movers as well as van line agents. Moving companies give free estimates based on the estimated weight of your possessions and the distance to be moved. Make sure you've decided what you're going to keep and what you're going to get rid of before you request the estimates. Be suspicious if rates are exactly the same or if they differ substantially. Don't be afraid to negotiate the rate directly with the moving company. They set their own rates.

If the final bill exceeds the estimate, the mover must unload the goods and release them to you, provided that you pay the cost listed on the estimate plus 10 percent. You then have 15 days (excluding Saturday, Sunday, and holidays) to pay the amount by which the total actual charges exceed 110% of the total estimated charges. The 15 day extension does not apply where the carrier notifies you of the total actual charges immediately after loading, or receives a waiver of the 15 day extension provision signed by you.

You may want to request a written guarantee on the estimated cost. In Alberta a mover may be in contravention of the Unfair Trade Practices Act if the final bill is materially higher than the original estimate.

COST OF MOVING

Charges for local moves (usually within a 25 mile radius of the city centre) are based on the time it takes to complete a move. Long-distance rates are based on the load weight and kilometers travelled. Make sure you know what the distance is. Rates can vary with demand throughout the year; the busy season is usually spring and summer. Ask if they have any packages available. Negotiate the rates if possible and determine in advance all extra costs.

Extra costs include: optional packing and unpacking of your goods, moving pianos, overtime rates, using elevators and exterior stairs, delivering to major cities, guaranteeing an exact delivery date, and storage-in-transit.

You should be aware that movers often request payment in cash, certified cheque, or money order before the truck is unloaded.

INSURANCE

Movers will replace or pay for lost and damaged items only if they are mentioned on the inventory list. The basic liability coverage which is included in the basic moving charge is \$1.32 per kilogram per item. You can request more coverage from the moving company for which you may have to pay. Even with this increased coverage the maximum liability for any loss or damage is: the greater of the value of your goods which you declare, or \$4.41 per kilogram computed on the total weight shipped if you don't declare the value. In no instance will the coverage exceed the actual value of the goods. Be sure to get a copy of the policy from the mover. Don't forget to consider replacement cost for your goods when you are planning insurance coverage for your possessions.

Movers are not responsible for articles packed by others unless the goods are inspected at the time of the move and recorded on the inventory list. Fragile items must be clearly marked in order to be insured. Important documents and very expensive items will not have extra insurance coverage unless special arrangements are made in advance.

Insurance claims against a moving company must be made within 60 days of delivery. If the goods are not delivered, claims must be made within nine months of the date of shipment.

Check to see if your homeowner's or tenant's insurance policy provides coverage for goods in transit. If not, you may want to buy insurance for the move based on the estimated total value of your shipment. Discuss this with your insurance agent or the moving company.

Valuable items such as antiques should be insured separately. If you insure the shipment, the mover's liability becomes void. It is important to note that the mover's insurance never covers the working parts of an appliance. If, for example, upon delivery, a television wasn't damaged externally but didn't operate, you would not receive any compensation.

DELAYS IN DELIVERY

Most moving companies quote a *latest acceptable delivery date*. If the moving company is late, they will reimburse you for reasonable food and lodging expenses.

INVENTORY

The mover lists each item as it is loaded on the van and notes its condition. Any disagreements you have with the mover about the condition of particular goods should be raised at this time. You will be asked to sign the inventory before the van leaves, indicating that you agree with the description of each item.

Keep your copy of the inventory. You'll need it to check the goods on their arrival in order to ensure that nothing is damaged or missing.

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Canadian Association of Movers
2055 Dundas Street East, Suite 103
Mississauga, Ontario
L4X 1M2
Telephone: (416) 238-3486

If you have claims for loss or damage or any other problem involving a moving company, write to the Association. Include in your letter any copies of correspondence with the moving company, the bill of lading, other inventory documents, and your explanation of the problem. The Association will mediate and attempt to settle the problem.



PRICES

COMPETITION

Prices vary on the same goods in the marketplace and that's to a consumer's advantage. It means, however, that you have to do some comparative shopping to get the best price. If you buy an item for \$39 and later see it at another store for \$31, you don't have the right to demand payment of the difference from the store where you bought it.

Price competition is an important part of our marketplace system. In fact, the federal Competition Act prohibits specific practices which could reduce competition and thereby cause prices to rise. Consumer and Corporate Affairs Canada administers this Act.

DOUBLE TICKETING

Double ticketing occurs when a retailer or one of the salepeople charges a customer more than the lowest visible price shown on an item. For example, if a can of tomatoes has two price stickers on the label, a customer should pay the lower of the two prices.

A retailer can, however, refuse to sell an item with more than one price sticker or an incorrect price affixed to it. Based on contract law, a seller is inviting consumers to buy. A consumer who shops in the store must offer to purchase an item, the seller can then accept or reject that offer. In most instances the offer to purchase occurs when a customer takes an item to the cash register. The retailer's acceptance of the offer is considered to take place when the cashier charges the customer for the item. A retailer has the option of withdrawing the invitation to buy until the customer accepts that offer. A charge of double ticketing may be made, therefore, only if the retailer actually charges more than the lowest price affixed to an item.

MANUFACTURER'S SUGGESTED PRICE

In accordance with the federal Competition Act, manufacturers or suppliers are prohibited from influencing the prices charged by retailers. Therefore, a manufacturer's suggested price is just that — only a suggestion. It does not necessarily represent the normal selling price of the product.

Under Alberta's Unfair Trade Practices Act, it is considered a misleading business practice for a retailer to show the manufacturer's suggested price along with the store's price in a way that implies a price saving if, in fact, the store never sells the goods at the manufacturer's suggested price.

SALE AND ADVERTISED PRICES

The Competition Act prohibits sellers from selling goods above the advertised price. If the advertised price is an error and a correction is run immediately, the Act does not apply. Nor does the Act apply if the incorrect price was in a catalogue displaying a prominent statement to the effect that catalogue prices are subject to error.

Furthermore, if a store advertises an item at 50% off and the sale price is \$25, the store must previously have sold that item at \$50. Some stores tend to exaggerate the savings you will make. According to Alberta's Unfair Trade Practices Act, a representation that a specific price benefit or advantage exists when it does not is considered misleading to consumers. Consequently, such representations are an unfair trade practice not permitted under the Act.

Keep an eye on the prices of items you need and want. Then, when they are put on sale you will know if you're getting the price advantage advertised by the store. If you feel that the sale price benefit which is shown is misleading, ask the clerk for proof that the item has been previously sold at the higher price. If the store refuses to show you proof, consider doing business elsewhere.

Two other eye-catching phrases often seen bannered across store fronts and advertised in newspapers are *Relocation Sale* and *Going Out of Business Sale*. Consumers on the lookout for bargains, tend to be caught by such phrases but great bargains aren't always available.

Some less reputable firms advertise sales of this kind simply to draw customers into their stores. But false claims about sales are considered misleading under the Unfair Trade Practices Act. Any representation that goods or services are available for a reason that is different from the fact is forbidden under this Act.

CONSUMER HELP

Alberta Consumer and Corporate Affairs, page 11.

Consumer and Corporate Affairs Canada, page 12.



PRIVATE PURCHASES

There are advantages and disadvantages to buying used goods from private sellers. The biggest advantage may be price-saving. The disadvantages include the fact that you buy goods *as is* without a warranty.

Another problem is not knowing whether the seller has clear title to the goods. Liens may be registered against them and if you buy such goods, the lien holders can take legal action against you if the original owner doesn't resolve the outstanding debt.

If you conduct a search and find no liens registered against an item, it could mean that none exist or merely that the lien registration is still in process at the time you are checking. Liens could also be registered in other provinces. For information on liens and searching for liens look under LIENS.

OTHER RELEVANT TOPICS

SELLING PRACTICES: Goods Sold As Is



PROFESSIONAL SERVICES

Complaints about professional services often centre around fees for service and the competency of individuals.

Professional fees are not fixed. Therefore, as for other services and products in the marketplace, it is necessary to shop comparatively. Cost alone, however, should not be the only basis upon which you make your choice. Consider the professional's reputation. Ask knowledgeable people for recommendations.

If you have a complaint about an individual's conduct or competency, raise your complaint with the appropriate professional association. A reference librarian at your public library can help you find the addresses for professional associations other than the three provided below.

CONSUMER HELP

Alberta Dental Association
8230 - 105 Street, Suite 101
Edmonton, Alberta
T6E 5H9
Telephone: 432-1012

Submit written complaints outlining the problem and identifying the dentist involved. The Association will send a copy of your letter to the dentist and request all relevant documents, X-rays, etc. At this point the dentist may offer a solution but if not, the problem will be referred to a mediation committee. The committee will meet with you and the dentist separately, examine the dental work in question, and make recommendations to the Association. The committee's decision is not binding. If the complaint cannot be resolved, you will have to take your case to court.

College of Physicians and Surgeons of Alberta
9901 - 108 Street
Edmonton, Alberta
T5K 1J9
Telephone: 423-4764

For complaints about medical doctors, write a letter to the college describing your complaint. They will investigate the problem and reply to you. If the matter is sufficiently serious, they will do further investigation.

Law Society of Alberta
344 - 12 Avenue, S.W.
Calgary, Alberta
T2R 0H2
Telephone: 266-6036

Send your written complaint to the Society. They will then send you an outline of their complaint handling procedures. After speaking with the lawyer involved, they may take no further action, investigate further, or conduct a formal committee hearing. A lawyer could be penalized if found guilty.

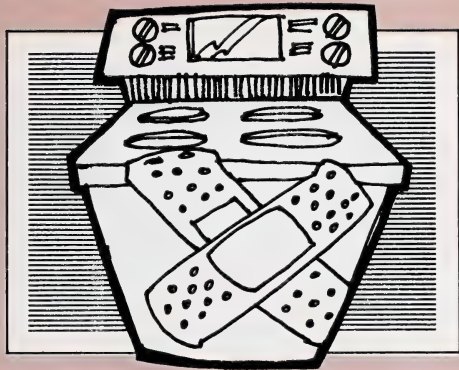


REFUNDS AND EXCHANGES

You may have returned merchandise to a store not realizing that being allowed to return or exchange merchandise is a privilege not a legal right. When you buy an item, you form a contract with the merchant. All sales are final unless otherwise specified at the time of sale.

While many stores accept returns, they do so as a matter of store policy. In these situations, each store decides the terms and conditions under which it accepts such merchandise. For example, the store may state, "Refunds provided on merchandise returned within three days only," or "No refunds, credit notes only."

Before you buy, check the store's policy regarding the return of merchandise. In addition, always retain the sales slip as proof that the item was purchased from that particular store.



REPAIRS AND ESTIMATES

When repairs are required for an appliance or an automobile, check first to see if a warranty is in effect. If one is, arrange to have the repairs done at an approved service centre. Doing your own repairs may invalidate the warranty.

If your warranty has ended, find a reputable service firm. Ask friends for recommendations and check with the Better Business Bureau.

For appliance repairs, find out if the service firm charges a bench price. A bench price covers the cost of finding out what is wrong with the appliance. Even if you don't have the repairs done, the bench price still applies. Similarly, find out if there is a flat rate for service calls even if no work is done.

Before having any work done, obtain a detailed written estimate. Know what repairs are to be done for the quoted cost so a dispute does not arise over the repairs which the original estimate was intended to cover. Read carefully. Some estimates cover parts and labor; others are for labor only. Some estimates quote a total price and do not provide a separate breakdown of charges for parts and labor.

Under Alberta's Unfair Trade Practices Act, you must be given a reasonably accurate estimate. Otherwise, you may have grounds to complain. Also, knowing the cost of repairs helps you to decide whether they are worth the cost.

If you decide to go ahead with the repairs, your signature on the estimate provides approval to proceed. Add a written note indicating that additional repairs require your consent. Get a copy of the work order in case there is a dispute later over what work was authorized.

You do not have to pay for repairs that are totally unrelated to the work order. For example, if you take your car in for a tune-up and the shop also fixes the radio, you do not have to pay the additional charges. You would have a valid claim against the garage because you did not give permission to repair the radio.

Sometimes, however, disputes are more complicated. The problem often centres around whether or not the repairs were related to the work order. For example, a car taken in for front-end repairs may require a wheel alignment as part of the effort to correct the problem described on the work order.

If discussions with the repair shop, or assistance from the nearest office of Alberta Consumer and Corporate Affairs leave the dispute unresolved, legal action may be necessary to determine whether you have to pay the additional charges.

With respect to vehicle repairs, if a dispute arises about repair costs that are a lot higher than the estimate, it's often a case of pay now, dispute later. The Garagemen's Lien Act and Possessory Liens Act allow repair shops to hold a car until payment is received for repairs authorized on a work order. Simply put, a lien is a legal claim against property for the satisfaction of a debt. In this case, the property is the car and the debt is the repair bill which is in dispute. The car serves as security on the unpaid debt. So if you need your car, you have to pay the bill. Otherwise, the shop can hold it until the dispute is settled.

When you have repairs done, ask to have old, replaced parts returned to you. It is a violation of the Unfair Trade Practices Act for a firm to replace parts or make repairs or adjustments which are not needed. If you have a complaint, return to the shop where the original work was done and discuss the matter. Take with you all related correspondence, such as the work order, bills, guarantees, and the used parts. In many cases, the situation can be resolved by bringing the problem to the manager's attention.

To prevent surprises in vehicle repair costs, you should understand that there are two ways in which automotive repair shops charge for labor.

- Some shops charge for the amount of time actually spent on the repair. This is called an *hourly rate*. If you deal with a shop which charges for the actual time taken to complete the repairs, you won't know what the exact labor charge will be until the repairs are completed. However, if an estimate is provided it must be reasonably accurate.

- Most shops refer to a manual which shows the average amount of time required to complete the repairs described on the work order. This is called a *flat rate*. There are several flat rate manuals which show varying rates, so you might want to ask which manual the repair shop is using. Copies of flat rate manuals are available at the public library. If you deal with a shop charging a flat rate for labor, you know what the labor charges will be before the repairs are begun.

If your car is not under warranty, you have a choice as to where you can take it for repairs. You may wish to compare estimates and decide which garage will give you the better price on repairs.

OTHER RELATED TOPICS

LIENS

CONSUMER HELP

Alberta Consumer and Corporate Affairs, page 11.



SELLING PRACTICES

BAIT AND SWITCH

Bait and switch is an illegal and unethical business practice. It occurs when a business advertises a product at a very low price but has no intention of selling a quantity of the goods at that price. Instead, customers are told that the item is sold out or that it is of inferior quality and they are talked into buying a more expensive product.

Alberta's Unfair Trade Practices Act and the federal Competition Act both require that reasonable quantities of goods be made available if they are advertised. However, a seller is not in contravention of the Acts where it can be shown that reasonable attempts were made to obtain sufficient quantities but that the attempts were unsuccessful because of factors beyond the seller's control. Nor is a seller in contravention of the Acts if insufficient quantities were caused by consumer demand which exceeded reasonable expectations, or where an equivalent item of equal or better value was offered at the advertised price, or if rain cheques were given.

GOODS SOLD AS IS

The Sale of Goods Act provides a minimal warranty on everything sold in Alberta. This warranty does not apply, however, if the parties to a sale make other arrangements in a sales contract. Such is the case with *as is* contracts where items are sold as they are with all their good and bad features. Used or damaged goods are often sold *as is*.

When you agree to buy such goods, you accept the merchandise without any warranty protection. In this situation, however, you do have some protection under the Unfair Trade Practices Act. This Act declares it illegal for a seller to knowingly sell a defective item when the buyer is unaware of the defects or is unlikely to notice them before the sale. The Act also requires sellers to be truthful in their representation of products.

MISREPRESENTATION AND UNFAIR PRESSURE

The Unfair Trade Practices Act is intended to prevent unfair business practices and aid consumers in recovering losses caused by such practices. The goods covered by the Act include anything you can move or see which is to be used by an individual primarily for personal, family, or household purposes. Real estate is not included.

The Act deals with four types of consumer services:

- Services provided to maintain or repair goods or private dwellings
- Services provided to an individual involving the use of social, recreational, or physical fitness facilities
- Moving, hauling, and storage services
- Certain kinds of instructional or educational services

Three major transactions are identified by the Act as being so objectionable that a court may declare the entire transaction unfair and award damages for loss:

- Where a business subjects a consumer to undue pressure to enter into a business transaction
- Where a business takes advantage of a consumer's inability to understand the nature of the transaction
- Where there is a substantial defect in goods and the seller, knowing of the defect and aware that the consumer is unaware of the problem, goes ahead with the transaction

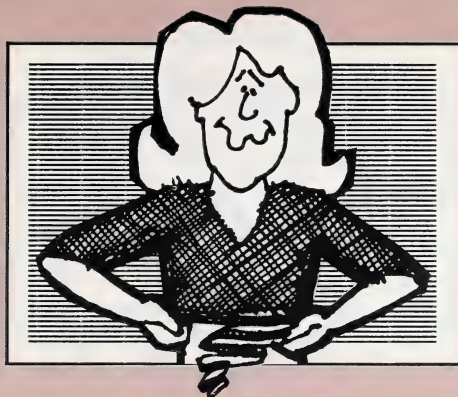
The Unfair Trade Practices Act also covers any representation or conduct which deceives or misleads consumers. The objective here is to prevent unfair business practices and thus avoid consumer problems. To this end, a list of 21 specific unfair practices is outlined in the Act.

While the Unfair Trade Practices Act was established to help resolve certain unfair business transactions, as a consumer you should try to avoid these situations yourself. Make sure you understand advertising messages and sales claims made about products and services. Although the Unfair Trade Practices Act does not distinguish between verbal and written statements, it is often difficult to prove what was said. Therefore, have all important promises or claims about a product or service written into your sales agreement. Never sign a contract without reading it first and never sign a blank contract which is to be filled in later. Keep your sales receipts, contracts, warranties, operating instructions, and cancelled cheques in case problems arise.

CONSUMER HELP

Alberta Consumer and Corporate Affairs, page 11.

Consumer and Corporate Affairs Canada, page 12.



TEXTILES

DRY CLEANING AND LAUNDRY

If garments are lost or damaged in cleaning, you should be reimbursed, but the amount will be based on the age of the garment.

LABELLING

All textile products including clothing, fabric on the bolt, upholstery and drapery fabric, and carpeting must comply with the Textile Labelling Act. The Act requires that information be provided to identify the generic name of each component fibre and the percentage of each type of fibre comprising more than 5% of the total weight.

Labelling describing how textiles are to be cleaned is provided voluntarily by some manufacturers. It is not required by law.

MANUFACTURER'S IDENTIFICATION

Manufacturers must be identified on a label attached to a garment. A name and address or an identifying number must be given. If a number is provided, the nearest office of Consumer and Corporate Affairs Canada will identify the manufacturer if you give them the identification number.

QUALITY

Goods should be of reasonable quality and suitable for their intended purpose. What constitutes satisfactory performance is often a matter of personal perception and is specific to each situation. Consumer and Corporate Affairs Canada does, however, administer some standards related to color-fastness, fading, dimensional change, and shrinkage.

SAFETY

Consumer and Corporate Affairs Canada sets flammability standards for textile products under the Hazardous Products Act. Children's sleepwear and bedding have particularly stringent flammability standards. There is also a standard to prevent cigarette ignition of mattresses.

CONSUMER HELP

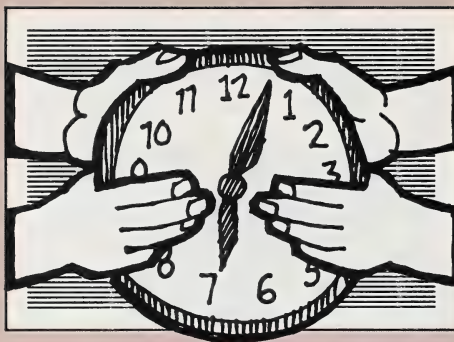
Alberta Consumer and Corporate Affairs,
Page 11.
Consumer and Corporate Affairs Canada,
Page 12.

Canadian Textiles Institute
1002 Commerce House
1080 Beaver Hall Hill
Montreal, Quebec
H2Z 1T6
Telephone: (514) 866-2081

If the manufacturer has been contacted but will not act on your complaint, the Institute will attempt to resolve textile problems related to labelling, safety hazards, and weights and measures.

Textile Analysis Service
315 B Printing Services Building
University of Alberta
Edmonton, Alberta
T6G 2N1
Telephone: 432-3832

This service is operated by the Faculty of Home Economics. For a fee, a textile analyst will perform tests to determine the cause of textile problems such as shrinkage, discoloration, or fabric deterioration.



TIME SHARING

SALES CONTRACTED IN ALBERTA

A resident of Alberta who buys out-of-province real estate while in Alberta is protected to the extent of the Real Estate Agents' Licensing Act. The Act requires that the developer who offers out-of-province real estate for sale in Alberta do several things. First, when offering a period of use over three days, he must file a prospectus with the Superintendent of Real Estate and receive a certificate of acceptance. Second, all sales must be made by an Alberta real estate agent or salesperson. Third, the agent marketing out-of-province real estate must provide the buyer with a copy of the Alberta prospectus.

A prospectus usually contains:

- The names and addresses of the vendor and real estate agent
- A legal description of the property
- Financial statements
- All contracts used in the negotiation and sale of the property
- Places where the agent is permitted to operate
- Background information on the owner
- Warning clauses

If the buyer does not receive the approved prospectus or does not acknowledge in writing that he has received and read the prospectus, the contract is unenforceable and any money paid must be returned at the buyer's option.

If the buyer receives the prospectus, a 30 day unconditional right of rescission exists. This means that the buyer may cancel the contract for any reason within 30 days and receive a refund of any money paid.

These rights apply only to purchases made in Alberta for out-of-province real estate.

SALES CONTRACTED OUTSIDE ALBERTA

Be careful when buying out-of-province time-sharing units outside Alberta. If you are approached by a salesperson when you are on vacation consider these points:

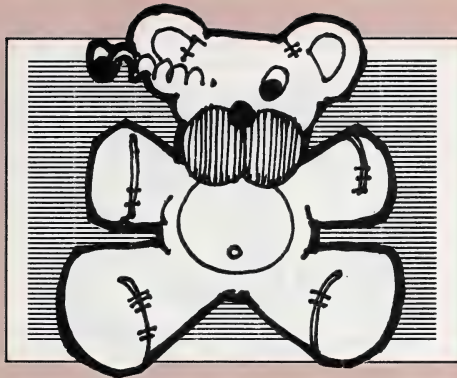
- Your only protection will be the attorney general's office, consumer affairs department, or the law courts of that area.
- Check all aspects of the purchase or lease agreement before signing, especially your right to cancel and receive a refund.
- You may want to seek legal advice.

CONSUMER HELP

Alberta Consumer and Corporate Affairs, page 11.

Resort Time-Sharing Council of Canada
 48 Hayden Street
 Toronto, Ontario
 M4Y 1V8
 Telephone: (416) 960-4930

The Council provides information and will answer questions over the telephone. If your complaint concerns a member, they will refer your complaint to that member.



TOYS

The Hazardous Products Act, administered by Consumer and Corporate Affairs Canada, has regulations which apply specifically to children's toys. These regulations prohibit the sale of toys with excessively dangerous features. If you buy a toy which you find to be unsafe, report it to Consumer and Corporate Affairs Canada. If the product is judged to be unsafe under the Regulations, it can be taken off the market.

OTHER RELEVANT TOPICS

ADVERTISING
PRICING

CONSUMER HELP

Consumer and Corporate Affairs Canada,
page 12.

Canadian Toy Manufacturers' Association
Box 294
Kleinburg, Ontario
L0J 1C0
Telephone: (416) 893-1689

The Association answers inquiries and
distributes toy information.

Canadian Toy Testing Council
Box 6014, Station J
Ottawa, Ontario
K2A 1T1
Telephone: (613) 224-9134 after 4 p.m.

The Council is an independent, voluntary
organization founded by concerned people.
They provide information about toy buying and
toy safety. They do not mediate disputes but
register complaints about a toy's durability,
safety, or play value and refer the complaints to
the appropriate agency.



TRAVEL AGENCIES

Travel agencies are neither licensed nor bonded business operations. It is important, therefore, that you deal with a reputable, well-established company. Check an agent's reputation with the Better Business Bureau.

CONSUMER HELP

Alliance of Canadian Travel Associations
 Alberta Office
 Box 12, Site 17
 R.R. #2
 Calgary, Alberta
 T2P 2G5
 Telephone: 249-6522

Association members include travel agencies, tour operators, airlines, hotels, car rental companies, and other suppliers of travel services. The Association provides information and mediates disputes involving members. Contact them by telephone to determine whether you have a valid complaint with a member agency then submit a letter.

Default protection is offered through the ACTA Consumer Protection Insurance Plan, which is available from some ACTA members. Default protection covers you against financial loss in the event that a contracted travel supplier (e.g., a travel agent, tour operator, hotel, or airline) ceases operations due to bankruptcy or insolvency. Be sure to acquaint yourself with all the terms and conditions of any insurance policy before you buy.

Industry Relations and Training
 Tourism
 15th Floor, Imperial Oil Building
 10025 Jasper Avenue
 Edmonton, Alberta
 T5J 3Z3
 Telephone: 427-7612

This Branch mediates complaints involving tourism in Alberta. If the complaint involves another government department, a referral will be made to the department. If a number of complaints are received in one area, action may be taken to correct the situation.

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